

- 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 proposed PSC encompasses all services which are needed to execute an equipment lease and all related ancillary services for Automated Dispensing Cabinets (ADC) and related equipment for use in the pharmaceutical services unit across multiple operating units and facilities of the Department of Public Health. The length of time of the PSC is coterminous with the length of an operational lease agreement (including negotiated optional lease hold over terms) for the equipment. The term will allow the Department to align lease terms with anticipated technology life cycles and represents an anticipated lease payment schedule that will be fiscally responsible for the Department.

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:

Proprietary knowledge of equipment and software to support an integrated, high availability pharmaceutical distribution system; knowledge of up to date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair. For the Design / Build services, hospital design & construction experience permitted by the Office of Statewide Health Planning and Development, such as cabinet anchorage & emergency power, for installations in hospital buildings.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Proprietary knowledge of equipment and software to support an integrated, high-availability pharmaceutical distribution system; knowledge of up-to-date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software, including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair; for the design/build services, experience in hospital design and construction permitted by the Office of Statewide Health Planning and Development (OSHPD) (such as cabinet anchorage and emergency power) for installations in hospital buildings.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1824, Pr Administrative Analyst; 2409, Pharmacy Technician; 2450, Pharmacist; 2453, Supervising Pharmacist; 2454, Clinical Pharmacist; 5120, Architectural Administrator; 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 0922, Manager I; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT

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

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide an integrated, high availability, system that will include Automated dispensing cabinets and optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Through a multiyear operational lease. In addition, the contractor(s) may also provide secure hosting services for any of the core and ancillary information systems required for the operation of the integrated system.

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

Medical equipment services such as these are currently provided by DPH for non-proprietary systems. In this case, the new equipment and software are proprietary to the equipment manufacturer and DPH staff are unable to provide the specialized information support services. In addition, since the proprietary equipment will be leased and not owned by the Department, it must be maintained per the manufacturer's directions and with the manufacturer's replacement parts throughout the term of the lease. DPH biomedical engineering staff do not have access to these proprietary processes, software and parts. The design and engineering services associated with the design/build portion of the work are currently provided by the Department of Public Works (DPW). DPW is the designated entity for design and construction contracting for DPH, as required by Chapter 6 of the San Francisco Administrative Code. DPW has been petitioned and does not have the design and engineering resources available at this time to respond to the accelerated schedule of this request. DPW has submitted requests to fill vacancies and new positions to respond to the needs of DPH in the future.

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

- A. Explain why civil service classes are not applicable.
For the design/build portion of the project--including installation services--the work will be short-term and needed only during the installation phase. Ongoing services must be provided by the manufacturer of the equipment and or software and must conform to the original equipment manufacturer standards. Civil service staff are not available to respond to the accelerated schedule of the design/build portion of the project. However, they will provide oversight, management and inspection services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are proprietary to the OEM'S standards for its leased equipment. The Department will utilize DPH and DPW staff to perform services that do not require proprietary knowledge possessed only by the OEM of the leased equipment. Throughout the course of the system's lifespan, any available training by the OEM will be accessible to staff, as well as the opportunity for knowledge transferred from contractor(s) to staff so that day-to-day operations may can be performed by Department staff.

6. Additional Information

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

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

Yes. Training will be included when available to ensure staff is trained on system functions, operations, trouble-shooting and maintenance that is not proprietary to the OEM. Primary recipients of system training will be pharmacy, nursing and IT support staff.

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

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

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

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

7. Union Notification: On 01/21/2022, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; Teamsters, Local 856 Health Workers

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44627 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org
Sent: Friday, January 21, 2022 5:28 PM
To: Hiramoto, Kelly (DPH); mleach@ibt856.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; amakayan@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44627 - 21/22

RECEIPT for Union Notification for PSC 44627 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 44627 - 21/22 for \$25,000,000 for Initial Request services for the period 02/01/2022 – 01/31/2031. 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/17884> 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)



San Francisco Department of Public Health

Dr. Grant Colfax
Director of Health

City and County of San Francisco
London Breed
Mayor

DATE: March 23, 2022
TO: Suzanne Choi, PSC Coordinator, Human Resources/Citywide
FROM: Kelly Hiramoto, PSC Coordinator, Department of Public Health
RE: PSC 44627-21/22 Specialized Services Pharmaceutical Equipment

DocuSigned by:
Kelly Hiramoto
E4918F30E78146B...

This is to provide an explanation for our new request for approval of PSC 44627-21/22, Specialized Services Pharmaceutical Equipment, as required under Civil Service Commission policy:

“the first contract(s) under an approved PSC measured in terms of duration must be executed within one calendar year of the Commission meeting date at which the PSC was approved (or date of DHR approval, if it is an Expedited PSC). In the event that the department still wishes to contract out those personal services, but fails to execute a contract under the PSC within one year of approval, the department must submit a new request for PSC approval. Such request must include a copy of the previously approved PSC, and an explanation as to why the department was unable to execute a contract under that PSC within the one-year deadline.”

This new request replicates our earlier request for approval of PSC 43068-20/21, Specialized Services Pharmaceutical Equipment, approved by the Civil Service Commission on February 1, 2021. Unfortunately, we were not able to establish a contract during the first year of the approved duration of this PSC. In brief, development of the Request For Proposals (RFP) for these services and contractor selection and subsequent contract negotiations, including walk-throughs and facility evaluations, took longer than originally anticipated for this new and complicated project, which was, of course, also considerably affected by the need for the Department to prioritize responding to the COVID-19 pandemic.

Under this PSC, the contractor will provide services in support of an integrated system of Automated Dispensing Cabinets (ADC) for pharmaceuticals and related pharmacy technology including equipment manufacture and delivery, design/build engineering and construction services for a complete installation, permits, system implementation, end user training, equipment maintenance, software licensing and maintenance, full integration with the Department of Public Health's (DPH's) electronic health record system and other clinical applications, consulting services, and other services required to keep the system and leased equipment in good repair and fully functional.

We are happy to provide further information.

Attached: PSC 43068-20/21 and Notice of CSC approval of 2/1/21

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org
Sent: Tuesday, February 02, 2021 11:04 AM
To: mleach@ibt856.org; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; amakayan@ifpte21.org; Laxamana, Junko (BOS); Criss@SFMEA.com; camaguey@sfmea.com (contact); Christina@SFMEA.com; staff@SFMEA.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Longhitano, Robert (DPH); Hale, Jacquie (DPH)
Subject: Notice of Civil Service Action – PSC # Civil Service: 43068 - 20/21 -- 10/23/2020

The Commission adopted the following action at its meeting of February, 1, 2021:

Approved by Civil Service Commission of PSC# 43068 - 20/21, with no conditions with notice to the Office of the Controller and the Office of Contract Administration.

<http://apps.sfgov.org/dhrdrupal/node/15627>

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: Specialized Services Pharmaceutical Equipment

Funding Source: General Funds

PSC Duration: 9 years 1 day

PSC Amount: \$25,000,000

1. Description of Work

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

The Contractor(s) will provide services in support of an integrated system of Automated Dispensing Cabinets (ADC) for pharmaceuticals and related pharmacy technology, which includes optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Services shall include equipment manufacture and delivery, design/build engineering and construction services for a complete installation, permits, system implementation, end user training, equipment maintenance, software licensing and maintenance, full integration with the Department of Public Health's (DPH's) electronic health record system and other clinical applications, consulting services, and other services required to keep the system and leased equipment in good repair and fully functional. The design/build portion of the total contract is estimated at \$3.2 million, of which 15% is design and 85% is build.

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

The service is necessary to operate a modern integrated health network. The services will support a highly complex and integrated pharmaceutical distribution system, which will support the accurate and secure provision of pharmaceuticals to an acute care hospital, long-term care facility, jail health system, and community clinic network. These operations are heavily regulated by the federal and State governments, and quality patient care is directly dependent upon the highest quality operations. These services are required to ensure equipment and software applications remain secure and in good repair and that pharmacy staff and clinicians have unfettered access to critical information and databases. The required equipment and software is proprietary to the Original Equipment Manufacturer (OEM). DPH staff is limited in its ability to provide these services and cannot fully meet the needs of DPH Pharmacy. In addition, since the core equipment will be leased and not owned by the Department, the Department will be obligated to maintain the equipment per manufacturer standards through the term of the equipment lease. Denial of this request will dramatically inhibit DPH Pharmacy's ability to operate and will endanger DPH ability to provide high quality patient 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.

The services are provided under an existing lease and equipment maintenance contract.

D. Will the contract(s) be renewed?

Yes.

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

The proposed PSC encompasses all services which are needed to execute an equipment lease and all related ancillary services for Automated Dispensing Cabinets (ADC) and related equipment for use in the pharmaceutical services unit across multiple operating units and facilities of the Department of Public Health. The length of time of the PSC is coterminous with the length of an operational lease agreement (including negotiated optional lease hold over terms) for the equipment. The term will allow the Department to align lease terms with anticipated technology life cycles and represents an anticipated lease payment schedule that will be fiscally responsible for the Department.

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:

Proprietary knowledge of equipment and software to support an integrated, high availability pharmaceutical distribution system; knowledge of up to date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair. For the Design / Build services, hospital design & construction experience permitted by the Office of Statewide Health Planning and Development, such as cabinet anchorage & emergency power, for installations in hospital buildings.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Proprietary knowledge of equipment and software to support an integrated, high-availability pharmaceutical distribution system; knowledge of up-to-date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software, including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair; for the design/build services, experience in hospital design and construction permitted by the Office of Statewide Health Planning and Development (OSHPD) (such as cabinet anchorage and emergency power) for installations in hospital buildings.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1824, Pr Administrative Analyst; 2409, Pharmacy Technician; 2450, Pharmacist; 2453, Supervising Pharmacist; 2454, Clinical Pharmacist; 5120, Architectural Administrator; 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 0922, Manager I; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III; 1094, IT Operations Support Administrator IV; 1094, IT Operations Support Administrator IV; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide an integrated, high availability, system that will include Automated dispensing cabinets and optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Through a multiyear operational lease. In addition, the contractor(s) may also provide secure hosting services for any of the core and ancillary information systems required for the operation of the integrated system.

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

Medical equipment services such as these are currently provided by DPH for non-proprietary systems. In this case, the new equipment and software are proprietary to the equipment manufacturer and DPH staff are unable to provide the specialized information support services. In addition, since the proprietary equipment will be leased and not owned by the Department, it must be maintained per the manufacturer's directions and with the manufacturer's replacement parts throughout the term of the lease. DPH biomedical engineering staff do not have access to these proprietary processes, software and parts. The design and engineering services associated with the design/build portion of the work are currently provided by the Department of Public Works (DPW). DPW is the designated entity for design and construction contracting for DPH, as required by Chapter 6 of the San Francisco Administrative Code. DPW has been petitioned and does not have the design and engineering resources available at this time to respond to the accelerated schedule of this request. DPW has submitted requests to fill vacancies and new positions to respond to the needs of DPH in the future.

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

- A. Explain why civil service classes are not applicable.
- For the design/build portion of the project—including installation services--the work will be short-term and needed only during the installation phase. Ongoing services must be provided by the manufacturer of the equipment and or software and must conform to the original equipment manufacturer standards. Civil service staff are not available to respond to the accelerated schedule of the design/build portion of the project. However, they will provide oversight, management and inspection services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil

service class to perform this work? Explain. No. The services are proprietary to the OEM'S standards for its leased equipment. The Department will utilize DPH and DPW staff to perform services that do not require proprietary knowledge possessed only by the OEM of the leased equipment. Throughout the course of the system's lifespan, any available training by the OEM will be accessible to staff, as well as the opportunity for knowledge transferred from contractor(s) to staff so that day-to-day operations may can be performed by Department staff.

6. Additional Information

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

7. Union Notification: On 10/23/2020, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; Teamsters, Local 856 Health Workers

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

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

Address: 1380 Howard Street, Room 421b San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43068 - 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: 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: Radiation Safety Officer Services and Dosimetry Badges and Services

Funding Source: General Funds

PSC Duration: 5 years

PSC Amount: \$5,000,000

1. Description of Work

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

Contractor (s) shall provide the services of a Radiation Safety Officer (RSO) and shall also provide a full service dosimetry badge service for the Department of Public Health. For the services of the RSO the contractor shall prevent unnecessary exposure to ionizing radiation and when exposure is required the contractor shall ensure that necessary exposures are As Low As Reasonably Achievable (ALARA) for the given application. In addition, the RSO will be responsible for training, implementation and enforcement of all radiological rules and regulations at a given facility and will be responsible for all compliance related issues. For the dosimetry badge service, the contractor (s) shall provide the Department either through a rental / lease program or through direct purchase dosimetry badges to be used by the Department. In addition, the contractor (s) shall provide dosimetry badge service maintenance, reading, and interpretation services. The dosimetry badge service shall also provide a robust reporting system which shall comply with all mandated reporting requirements.

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

In order to maintain all licenses, the Department must provide both the RSO services as well as a dosimetry badge service. If the services are denied the Department will be unable to operate any radiological 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.

The contracts have been provided under the purchase order / general services contract process administered by the Office of Contract Administration. Future contracts will be through the standard Professional Services contract process.

D. Will the contract(s) be renewed?

Yes.

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

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The provision of radiation safety services are highly regulated and require highly experienced individuals that possess all required licenses. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): For the dosimetry services the contractor will provide dosimetry badges, and all of the equipment and services needed to maintain and monitor the badges.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: For the Radiation Safety Officer individuals must meet the specifications of 10 Code of Federal Regulations (CFR) 35.50, "Training for Radiation Safety Officer and Associate Radiation Safety Officer. and must be certified by one of the approved certification board listed under 10 CFR 35.50(c)(1) (Attachment 1 to this PSC) and must meet the California requirements listed under Title 17 California Code Regulations (CCR) § 30333.07 (Attachment 2)
- B. Which, if any, civil service class(es) normally perform(s) this work? 5177, Safety Officer; 0943, Manager VIII;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes for the dosimetry services the contractor will provide dosimetry badges, and all of the equipment and services needed to maintain and monitor the badges.

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

The requested services are highly specialized and only found within organizations that have a need for radiation safety specialists. While there may be some similarities between departments with such needs there is no other department that staffs and operates Acute Care, Long-term care, and clinic based medical services with a robust radiological portfolio of medical services.

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable. For the dosimetry services, it would be impractical for the City to acquire, maintain and monitor its own fleet of dosimetry badges as the Department would need to acquire its own specialized equipment and licensure to do so. For the RSO services the current director of radiology services (vacant) would perform certain parts of this role if the person possesses all of the highly specialized license requirements. There is a recruitment that is ongoing, however even when the position is filled, it would be beneficial to have additional as-needed consultative support for the new director in order to respond to any emerging issues and to assist the the new RSO in data to tasks.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. the work is as-needed and intermittent, and highly specialized especially for the dosimetry services which contemplates the contractor provided the required equipment.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. There is expectation of formal training from the contractors to City staff beyond general training in the basic use of dosimeters and how to distribute and return to the vendor. City staff will have the opportunity to learn current best practices on how to operate aspects of a radiation safety program.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 02/14/2022, the Department notified the following employee organizations of this PSC/RFP

request:

Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: 1380 Howard Street, Room 421b San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45998 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 45998 - 21/22

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

on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Mon 2/14/2022 4:09 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; Criss@sfmea.com <Criss@sfmea.com>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; Christina@sfmea.com <Christina@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 45998 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 45998 - 21/22 for \$5,000,000 for Initial Request services for the period 01/01/2022 – 12/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17383> 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)

[Home](#) [Table of Contents](#)**§ 30333.07. Radioactive Material Radiation Safety Officer Requirements.**

17 CA ADC § 30333.07

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations [Currentness](#)

Title 17. Public Health

Division 1. State Department of Health Services

Chapter 5. Sanitation (Environmental)

Subchapter 4. Radiation

Group 3. Standards for Protection Against Radiation

Article 6. Special Requirements for Radiographic Operations in Industrial Radiography (Refs & Annos)

17 CCR § 30333.07

§ 30333.07. Radioactive Material Radiation Safety Officer Requirements.

(a) For an individual to be a radiation safety officer (RSO) for a specific licensee, the individual shall:

(1) Meet the requirements of section 30333.05(a)(1). Possession of a provisional radiographer certificate issued pursuant to section 30335.4 is not acceptable for complying with this section. No more than 900 hours of experience as a radiographer using radiation machines may be counted toward meeting the 2,000 hours specified in section 30333.05(a)(1)(C); and

(2) Have completed 4,000 hours of experience using radioactive materials and experience in radiation protection activities such as developing or implementing procedures relating to the protection of workers and the public from radiation including the development or implementation of procedures for radiation surveys, leak testing of radioactive sources, assessment of dosimetry for radiation work, determination of necessary radiation shielding, review of survey, leak testing, and personnel dose measurements, training of personnel, use and maintenance of sealed sources and devices, monitoring of radiation emergency events, sealed source and device security, disposal of radioactive material, audits of radiographic operations, survey meter maintenance and calibration, and transportation of radioactive material.

(b) The RSO shall ensure that radiation safety activities are being performed in accordance with approved procedures, conditions of the licensee's license, and the requirements of this regulation in the daily operation of the licensee's radiation safety program. Designation of an RSO does not relieve the specific licensee of any of its responsibility for complying with the Act and this regulation.

Note: Authority cited: Sections 114975, 115000, 131050, 131051 and 131200, Health and Safety Code. Reference: Sections 114965, 114970, 115060 and 115235, Health and Safety Code.

HISTORY

1. New section filed 4-11-2008; operative 5-11-2008 (Register 2008, No. 15).

This database is current through 9/17/21 Register 2021, No. 38

17 CCR § 30333.07, 17 CA ADC § 30333.07

END OF DOCUMENT

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: Specialized Services in Support of Substance Use Disorder Programs and Research

Funding Source: General Fund, Grants, Prop C

PSC Duration: 4 years 26 weeks

PSC Amount: \$800,000

1. Description of Work

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

The contractor(s) will work on several projects in support of Substance Use Disorder initiatives. Initial projects will establish a sustainable system to estimate the number of people in the City and County of Francisco who are at active risk of an opioid overdose and support services for the Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) program. For these initiatives the Contractor(s) will: Provide expertise in population size estimation methods; Work with the Substance Use Disorder team to build capacity to implement capture-recapture analysis to estimate the size of the non-injection drug users; Will prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results; Will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report; Will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. For the IOPSLL program the Contractor (s) will create an integrated online data dashboard, and serve as subject matter experts to train Emergency Department staff, and advocate for substance use assessment and navigation in the 7 hospital emergency departments in San Francisco with the goal to greatly expand the number of individuals with substance use disorders who are linked to medication-assisted treatment and significantly reduce opioid overdoses in The City.

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

The services are necessary in order to estimate those at risk and to advance the overall goals of various Substance Use Disorder initiatives. If denied the City will be unable to have a scientifically based estimate of individuals who are at active risk of an opioid overdose and will not be able to expand the number of individuals with substance use disorders who are linked to medication-assisted treatment thereby will not be able to significantly reduce opioid overdoses in The City.

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

These are new services

D. Will the contract(s) be renewed?

Only if there is a continued 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.
not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The services are provided on an as-needed basis, intermittent, and requires the necessary knowledge, skills, experience to prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results. Contractor will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report. Contractor will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. Contractor will also help troubleshoot technical problems as required.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor will provide expertise in population size estimation methods. Contractor will work with the Substance Use Disorder team to build capacity to implement capture-recapture analysis to estimate the size of the non-injection drug users. Using data from SFDPH's Coordinated Care Management System, Contractor will prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results. Contractor will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report. Contractor will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. Contractor will also help troubleshoot technical problems. Contractor must also have specific skills in the area of the creation of data dashboards, and in the area of education, advocacy of medication-assisted treatment in hospital based emergency departments.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2233, Supervising Physician Spec; 2802, Epidemiologist 1; 2803, Epidemiologist 2; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

The grant-funded services require a level of expertise and knowledge with complex statistical modeling for substance use disorders and medication assisted treatment that is not provided in current available City resources.

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

A. Explain why civil service classes are not applicable.

The services are provided on an as-needed basis, intermittent, and requires the necessary knowledge, skills, experience to prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results. Contractor will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report. Contractor will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. Contractor will also help troubleshoot technical problems as required.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are as-needed, intermittent and will have a limited duration.

6. Additional Information

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

No.

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

Yes. Training will be given to Emergency Department staff of San Francisco Hospitals. Hospitals are both Public and Private. Training for Emergency Department staff (Doctors Nurses, and other clinicians), and advocacy services will focus on substance use assessment and navigation in the 7 hospital emergency departments in San Francisco with the goal to greatly expand the number of individuals with substance use disorders who are linked to medication-assisted treatment and significantly reduce opioid overdoses in The City.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 02/14/2022, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Physicians and Dentists - 11AA; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: 1380 Howard Street, Room 421b San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46129 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 46129 - 21/22

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

on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Mon 2/14/2022 4:11 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; tjenkins@uapd.com <tjenkins@uapd.com>; jduritz@uapd.com <jduritz@uapd.com>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; eerbach@ifpte21.org <eerbach@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Mach, Philip (DPH) <philip.mach@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 46129 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 46129 - 21/22 for \$800,000 for Initial Request services for the period 07/01/2022 – 12/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17913> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: As-Needed Environmental Services for the SFPUC

Funding Source: WSIP, SSIP, Water Enterprise, Wastewater E
PSC Amount: \$28,000,000

PSC Duration: 7 years 1 day

1. Description of Work

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

As-needed environmental analyses, studies, and reports; preparing resource agency documents/permits; environmental compliance support during construction; and providing specialized natural resource and other environmental expertise in support of the Sewer System Improvement Program (SSIP), and other Water, Wastewater, and Power Enterprise capital projects. The Proposer may also be called upon to provide other related environmental services during the term of the Agreement.

Undertake as-needed environmental analyses, surveys and reports required by California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), and prepare documentation for resource regulatory agency permit applications, and perform environmental inspection and monitoring services during construction for compliance. Many of the projects will need specialized services in the relevant resource areas such as surveys and analyses in biology, cultural resources, water quality, air quality, and others.

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

The SFPUC capital projects for water, wastewater and power enterprises require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed. In addition, the Planning Department requires an objective third-party to prepare certain environmental documents in compliance with CEQA, thus denial would not allow us to meet the requirements of CEQA.

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.

As-Needed Environmental Services for the SFPUC are provided by PSC 35293-16/17 and PSC 4054-08/09

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.

A duration greater than 5 years is needed to continue receiving environmental analysis services, permitting support, and specialized environmental and other technical expertise for our capital projects. Many Environmental Impact Reports (EIRs) take a minimum of 3 years to complete and can take up to 6 years or more. The SFPUC is happy to report back to civil service in year 4 of the contract.

2. Reason(s) for the Request

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

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

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

- ☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- ☒ Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

B. Explain the qualifying circumstances:

The SFPUC capital projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed. The services required are "as needed" rather than on a consistent full-time basis, depending on the timing of capital projects undergoing planning and environmental review. Multiple projects can be underway at any given time resulting in peaks in workload. Some tasks to be conducted under this contract are needed due to insufficient staff available to conduct the work in-house since some staff have left the department. The Environmental Management Group is in the process of hiring more staff, and once they are hired, this work will go to EMG staff. Some tasks are required to be done by an outside, objective third-party as required by the Planning Department.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology, hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2483, Biologist; 2484, Biologist III; 5260, Architectural Assistant 1; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Some tasks to be conducted under this contract are needed due to insufficient staff available to conduct the work in-house since some staff have left the department. The Environmental Management Group is in the process of hiring more staff, and once they are hired, this work will go to EMG staff. Also some tasks are required to be done by an outside, objective third-party as required by the Planning Department. In addition, some tasks require specialized expertise that are not available from City staff.

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 classes produce environmental related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, cultural resources, geology, hydrology, air quality, noise, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.
- 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 class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as needed" rather than on a consistent full-time 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. There would be opportunities for consultant staff to provide training to City staff through knowledge transfer sessions including webinars, brown bag trainings at lunchtime, and training on new technologies, software or regulations, such as California Environmental Quality Act case law. This has been done successfully in the past. In addition, our last As-needed contracts including a training program given to over 165 SFPUC and PW staff on environmental review for capital projects.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 02/23/2022, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Ave San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41646 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of shale@sfwater.org
To: [Hale, Shawndrea M.](#); [Laxamana, Junko \(BOS\)](#); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; [Hale, Shawndrea M.](#); dhrrpscordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 41646 - 21/22
Date: Friday, February 18, 2022 3:35:54 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

RECEIPT for Union Notification for PSC 41646 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41646 - 21/22 for \$28,000,000 for Initial Request services for the period 07/01/2022 – 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/dhrrupal/node/17892> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 35293 - 16/17)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: As-Needed Environmental Services for the SFPUC (CS-242; CS-258)Funding Source: WSIP/ Non WSIP Capital ProjectsPSC Original Approved Amount: \$0PSC Original Approved Duration: 09/12/16 - 01/30/22 (5 years 20 weeks)PSC Mod#1 Amount: \$7,400,000PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$16,000,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: \$7,350,000PSC Mod#3 Duration: 01/31/22-02/15/24 (2 years 2 weeks)PSC Cumulative Amount Proposed: \$30,750,000PSC Cumulative Duration Proposed: 7 years 22 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed.

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.

As-Needed Environmental Services for the SFPUC are provided by PSC 35293-16/17 and PSC 4054-08/09.

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:

A duration greater than 5 years is needed to continue receiving environmental analysis services,

permitting support, and specialized environmental and other technical expertise for our capital projects.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The City's civil service classes do not have the necessary specialized knowledge, expertise, and training that is needed for this project. Further, the services are required on an as-needed basis

B. Reason for the request for modification:

Modification No. 3 to PSC 35293-16/17 is requested to continue to provide environmental analyses, surveys, and reports, and prepare resource agency permit applications, to Sewer System Improvement Program, Hetchy System Improvement Program, and other capital projects from the Water, Wastewater, and Power Enterprises.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology, hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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 classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.
- 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 class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a consistent full-time 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.
There will be no training under this PSC.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
BASELINE(CS-242A)ESA/ORION(CS-242B) URS(CS-242C) RMC(CS-242D)

7. Union Notification: On 10/03/18, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 35293 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/12/2018

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 35293 - 16/17)

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

Type of Service: As-Needed Environmental Services for the SFPUC (CS-242)

Funding Source: WSIP/ Non WSIP Capital Projects

PSC Original Approved Amount: \$0

PSC Original Approved Duration: 09/12/16 - 01/30/22 (5 years 20 weeks)

PSC Mod#1 Amount: \$7,400,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$7,400,000

PSC Cumulative Duration Proposed: 5 years 20 weeks

1. Description of Work

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

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed.

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

This service is currently being provided via PSC No.35293-16/17 (CS-242).

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:

A duration greater than 5 years is needed to continue receiving environmental analysis services, permitting support, and specialized environmental and other technical expertise for our capital projects.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

The City's civil service classes do not have the necessary specialized knowledge, expertise, and training that is needed for this project. Further, the services are required on an as-needed basis

B. Reason for the request for modification:

The agreements are being amended to add capacity. The amendment to this PSC is to align the PSC amount and duration with the contract amount and duration.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology, hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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 classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.
- 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 class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a consistent full-time 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.
There will be no training under this PSC.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

7. **Union Notification:** On 02/02/17, 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# <u>35293 - 16/17</u>	
DHR Analysis/Recommendation:	03/20/2017
Commission Approval Required	Approved by Civil Service Commission with conditions
03/20/2017 DHR Approved for 03/20/2017	

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION Dept. Code: PUCType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4054-08/09)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: As-needed Environmental Services for the SFPUC (CS-954)Funding Source: WSIP/Non-WSIP Capital ProjectsPSC Original Approved Amount: \$9,900,000PSC Original Approved Duration: 03/31/09 - 03/30/14 (5 years)PSC Mod#1 Amount: \$4,800,000PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$15,000,000PSC Mod#2 Duration: 03/31/14-03/30/18 (4 years 1 day)PSC Mod#3 Amount: \$14,550,000PSC Mod#3 Duration: no duration addedPSC Mod#4 Amount: no amount addedPSC Mod#4 Duration: 03/31/18-08/30/20 (2 years 22 weeks)PSC Cumulative Amount Proposed: \$44,250,000PSC Cumulative Duration Proposed: 11 years 22 weeks**1. Description of Work****A. Scope of Work:**

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource, environmental, and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped; thence construction would be delayed or, if permits were not obtained, disallowed.

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

This service is currently being provided by PSC No. 4054-08/09.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 03/26/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC# 4054-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

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Approved by DHR on 04/09/2014

July 2013

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g., biology, geology, hydrology, natural resource economics etc.); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.

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

5298,5299,5260,5602,

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:

While civil service classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics etc.) and the in-depth knowledge of certain environmental planning, review and management activities.

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

It would not be practical to adopt a new class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a consistent, full-time basis.

5. Additional Information (if "yes", attach explanation)**YES NO**

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

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 03/26/14 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Technical services related to proprietary software

Funding Source: PUC Operating

PSC Amount: \$1,513,612

PSC Est. Start Date: 06/01/2017

PSC Est. End Date 04/30/2027

1. Description of Work

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

ConserveTrack will provide initial production, back-up, and test environments for setting up its hosted software for SFPUC and, thereafter, as-needed software enhancements and end-user training. Although the nine year contract amount is for 1.5m, only \$300,000.00 relates to actual implementation, customization and as-needed end-user training services by ConserveTrack. The remaining relates to the maximum sum of the annual fees due by SFPUC to ConserveTrack to subscribe to its hosted software.

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services. If SFPUC is not permitted to make a transition to ConserveTrack's hosted model, it will be required to essentially pay ConserveTrack the same cost for annual perpetual software support as it would for an annual hosted subscription (see tables above), but without the benefits derived from moving to a hosted model. Further, it is not cost effective for SFPUC to engage in a new RFQ for a different but comparable software as it would be required to purchase completely new licenses and recreate many of the features already customized by ConserveTrack for SFPUC.

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

SFPUC first acquired a ConserveTrack perpetual software license and two years of annual maintenance through OCA's Computer Store. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The then newly added customization services portion of CS-290 was approved pursuant to PSC 30925-14/15.

D. Will the contract(s) be renewed?

SFPUC will renew the contract if it determines in four years that it would like to continue using the ConserveTrack software to manage SFPUC's water conservation efforts.

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 a modification for 35150 - 16/17 modifying the contract to extend the duration for 3 years and increasing the as-needed services from \$95,000 to \$300,000 and a total contract amount from 515,211 to \$1,513,612.

ConserveTrack software is a database application designed to store, manage and analyze data related to the urban water conservation programs. The proprietary software is licensed and maintained exclusively by ConserveTrack LLC (ConserveTrack now RightThere, LLC.). The San Francisco Public Utilities Commission (SFPUC) first acquired a ConserveTrack perpetual software license and two years of annual maintenance through the Office of Contract Administration's Computer Store program. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. Given SFPUC's total investment to date in this product and its continued need to have it further customized to its evolving business needed, it make business and financial sense to execute this agreement for a period of at least 5 years since SFPUC has every intention to continue using this software during that time.

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:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

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?

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

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

A. Explain why civil service classes are not applicable.

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical 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. ConserveTrack will provide as-needed end-user training.

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

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

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

No.

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

Yes.

7. Union Notification: On 01/26/2022, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

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

Name: Kristen McGuire Phone: 415-551-4377 Email: kmcguire@sfwater.org

Address: 525 Golden Gate, 5th Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43075 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of kmcguire@sfgwater.org
Sent: Wednesday, January 26, 2022 3:38 PM
To: McGuire, Kristen (PUC); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; McGuire, Kristen (PUC); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43075 - 21/22

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

RECEIPT for Union Notification for PSC 43075 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 43075 - 21/22 for \$1,513,612 for Initial Request services for the period 06/01/2017 – 04/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<https://avanan.url-protection.com/v1/url?o=http%3A//apps.sfgov.org/dhrdrupal/node/17898&g=NTAwZTc4MGFhNWM1NWl5Yg==&h=M DcwOGE5YTRIM2UwN2E5MWUxY2U3YTQ0ZTE0OTRkNWJlZGM4MDVhMmY1ZDQ5YjN2M3OGQ3OTU4ZmVjNDkyYg==&p=YXAzOnNmZHQyOmE6bzo1NGQ0ODZhNjA1NTI2N2MxOTY3YTY0NzM3YTY4NWVlNzpmOTk4=> 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 for SaaS Implementation, As-Needed SaaS Training
and As-Needed Enhancements

Prior to the commencement of SaaS Services, Contractor will perform certain SaaS Implementation Services, as further described herein under Sections 1.0 through 5.0. At the request and option of the City, Contractor shall also provide As-Needed SaaS training, as described herein under Section 6.0, and As-Needed Software Enhancements, as described herein under Section 7.0.

1.0 SaaS Implementation Services. The following scope of work ("SOW") outlines tasks involved in migrating the ConserveTrack database from being hosted on an SFPUC server to being hosted by the Contractor ("SaaS Implementation Services" or "Project").

1.1 Project Environments. Contractor will implement the same ConserveTrack system as is currently hosted on the City's network. The ConserveTrack system will continue to provide the following features:

- i. Tracking, management and reporting for Water Conservation Programs.
- ii. Tracking cases, water usage, water savings and other items.
- iii. Integration with City's utility billing system database to maintain current customer and water usage information.
- iv. Calculation of and reporting on water savings and expenses.

Additionally, Contractor will implement software configurations and modules on:

- v. One production environment ("Operational ConserveTrack"),
- vi. One Staging and Test environment ("Test ConserveTrack") which shall have the same data storage and processing capacities as the Primary Data Center; and

Each environment described above will be provided and hosted by Contractor.

Contractor shall cooperate with City's requests in managing the Test ConserveTrack such as refreshing City Data upon request.

1.2 Modifications

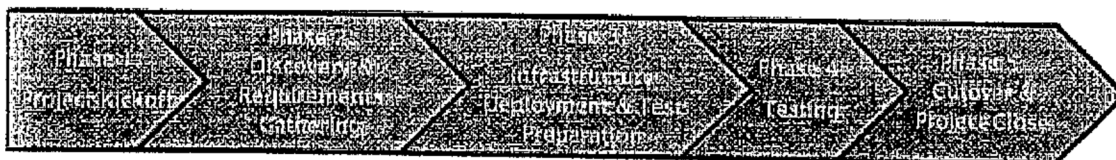
No modifications to the core product will be made under this SOW.

1.3 Custom Interfaces and Reports

- i. CC&B Uploads
- ii. Clothes Washer Case Imports
- iii. Other Interfaces that may be added such as AMI Uploads and other types of water conservation Case Imports

Contractor supplied software interfaces and reports currently installed in City's on premise environment will be migrated to the Contractor's SaaS environment. Such migrations and required software modifications will be provided as part of this SOW. Identification and evaluation of such custom interfaces and third-party applications after the conclusion of this SOW will be performed under separate agreement at City's cost.

1.4 Project Phases. The Contractor delivery approach covers five project phases as illustrated below.



1.5 Phase 1: Project Kickoff

1.5.1 Objective: Phase 1 includes introductions between the Contractor and City Project teams (as defined in Section 1.5.2) and review of the plan. Entry criteria for this phase are defined as: the acceptance of the contract, the assignment of a Contractor Project Manager and a mutually agreed upon start date.

1.5.2 Responsibilities:

Contractor: The Contractor project team ("Contractor Project Team") will be identified during this phase and will be led by a primary point of contact ("Contractor Project Manager"). The Contractor Project Team and Contractor Project Manager are responsible for leading the implementation efforts. This includes managing timeline, cost, scope and required resources and subcontractors. The Contractor Project Manager is expected to maintain a Project Plan and manage the deliverable responsibilities of the Contractor Project Team. The Contractor Project Manager will review the Project Plan with the City.

City: The City project team ("City Project Team") will be led by a single point of contact ("City Project Manager") that will assist in making decisions during the Project. The City Project Manager will work with the Contractor Project Manager.

1.6 Phase 2: Discovery and Requirements Gathering

1.6.1 Objective: The purpose of Phase 2 is to document and finalize the design of the City's SaaS requirements. The Contractor and City Project Teams will work jointly to finalize and understand details on the current network architecture and infrastructure of the City. In addition to functional data gathering, this phase will also serve as the opportunity for the Contractor and City Project Teams to finalize the methods that will be followed for SaaS operational configuration, cutover activities, and rollback procedures.

1.6.2 Responsibilities:

Contractor: The Contractor Project Team will work closely with City's technical resources to plan the new interfaces between the City's data systems and staff, and the new SaaS ConserveTrack system. These include:

- High speed internet connectivity for the staff to ensure responsive performance
- Change the Billing Data file transfer monthly billing data files to the off-site Contractor's servers.

City: The City Project Team will provide technical resources to assist in the data gathering and discovery exercises of this phase. Access to systems, data and subject matter experts may be required. The City Project Team will also be required to provide assistance in communicating with any third-party providers currently contracted directly with City (including the City's billing system and other City IT systems as required in the future) as needed and applicable to the discovery exercise.

1.6.3 Deliverables:

1.6.3.1 Data Interface Plan – Provides details of how the Utility Billing System data transfer files will be transmitted to the Provider's servers. This will include provisions for secure, encrypted file transfer.

1.6.3.2 Cutover Plan – The steps that will be followed during the formal cutover of City's operations to Contractor SaaS environment. Will include a *Cutover Checklist* to be used to validate the steps taken during the cutover.

1.6.3.3 Rollback Procedure – The steps that will be followed in the event of operational failures, significant data loss or loss of functionality post cutover to restore operation to the City environment.

1.7 Phase 3: Infrastructure Deployment and Test Preparation

1.7.1 Objective: The purpose of Phase 3 is to complete all tasks needed to support the remainder of the Project and to prepare the City and Contractor resources for testing the SaaS Application. Operational and Test Environments will be built out, configured and staged for operation. This will include a complete configuration of all required server and storage environments. Backup processes and configurations will be finalized and implemented. Testing will be planned for both the Contractor and City's staff.

1.7.2 Responsibilities:

Contractor: Contractor's Project Manager is responsible and accountable for the successful execution of Phase 3. The Contractor Project Team will ensure all tasks are

completed and that the SaaS Application will be ready to support all software installations and subsequent testing.

City: The City Project Team will provide assistance and input where requested by the Contractor Project Team during the infrastructure configuration. The City Project Team will perform routine-usage testing on the Test Environment using duplicated data from the Operational Environment to ensure the SaaS systems are fully operational.

1.7.3 Deliverables:

1.7.3.1 Contractor SaaS and Hosted Services Test Plan – This plan will be included as part of the overall Project plan.

1.8 Phase 4: Testing

1.8.1 Objective: The purpose of Phase 4 is to exercise product functionality, performance, scalability and reliability. The Contractor Project Team will provide lead in supplying and directing test plans related to performance, scalability and data reliability.

- Contractor will test functionality
- City staff will verify correct data and operations are present based on data from previous on-site system.

1.8.2 Responsibilities:

Contractor: The Contractor Project Manager is responsible and accountable for the successful execution of all SaaS Application testing. The Contractor Project Manager will coordinate and schedule all testing and deployment activities and will be responsible for maintaining status, managing issues through to resolution and communicating test progress and results.

City: The City Project Team will be responsible for providing test case plans, processes and resources. It will be up to City Project Team to ensure timelines are acceptable for completion of their testing.

1.8.3 Deliverables:

1.8.3.1 SaaS Application Test Results - Results documenting the various Contractor driven test cases.

1.9 Phase 5: Cutover and Production Support

1.9.1 Objective: This phase will begin by executing the steps laid out in the Cutover Procedure completed in the Discovery and Requirements phase. This will include a staged approach toward migrating user traffic from City's custody and control to the SaaS Application. The Contractor Project Team will provide on-site go live support of the SaaS Application and will provide two (2) weeks of post-production support. All support issues will be managed by individuals identified by Contractor as Contractor's Production Support Team

while the Contractor Project Team will provide coordination between City and the Contractor Production Support Team for data questions and any issue resolution.

1.9.2 Responsibilities:

Contractor: The Contractor Project Team will actively lead and assist in this Phase per the Cutover Approach authored and agreed to as part of the Project Plan. A Cutover Validation Checklist will be completed by the Contractor Project Team and validated with the City Project Team.

City: The City Project Team is responsible for supporting the testing and validation of the migrated system and for reporting any functional or performance issues to Contractor.

1.9.3 Deliverables:

1.9.3.1 Cutover Validation Checklist – A final checklist provided to qualify the cutover as successful and all steps of the Cutover Approach has been completed.

2.0 Project Timeline for Migration. The Contractor Project Team will provide the City Project Team an actual start date and finalized Project Plan details once Phase 1 for this Project has occurred. An estimate of tasks and related timelines has been furnished below for general planning purposes. Start dates to be mutually agreed upon after Agreement execution.

Task Name	Duration
SFPUC - Hosting Migration and Upgrade ¹	24 days
Project Start	0 days
Coordinate UBS Data File Transfer Changes	10 days
Prepare SaaS Environment and Infrastructure	4 days
Initial Testing	6
System Acceptance Testing	4 days
Test Preparation	2 days
Test Execution	2 days
Cutover	7 days
Training	2 days
Cutover support and monitoring	5 days

¹ Total days identified for each Migration action item may be concurrent with other Migration action items.

3.0 Project Organization and Resources for Migration. City agrees to provide appropriate resources including but not limited to, data, information, remote access, workspace and appropriate and cooperative personnel, all as necessary to facilitate Contractor's performance of each Phase described herein.

City will allocate personnel to the City Project Team Project with the appropriate knowledge of the indicated area and the skills identified below who can perform the tasks attributed to City herein:

1. Project Manager or single point of contact;
2. Current and 'To-be' system administrators; and
3. Escalation Resources

4.0 Project Governance for Migration. The Project will have sponsorship from City's senior management who will be available on a timely and regular basis to monitor the Project's progress and to act as a decision maker for policy decisions.

5.0 Change Order Procedure. Any change to this SOW, whether requested by the City Project Team or the Contractor Project Team, must be agreed upon in writing by both parties and shall be submitted by the appropriate project managers. Each request will contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in Services fees.

The Project Managers for both the Contractor and City Project Teams shall review and accept or reject the request for change. If rejected, the request for change shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. Any request for change that requires an increase in service fees, must be done through a written modification to this Agreement pursuant to Section 41 (Modification of Agreement) of this Agreement. All approved requests for change will be incorporated into a formal change order to this SOW. Contractor will not perform any services outside of this SOW until the request for change has been signed by both parties and a formal change order to this SOW has been issued.

7.0 As-Needed Software Enhancements. At the request of the City, the Contractor will provide additional services for customization and changes specific to the City ("As-Needed Software Enhancements").

As-Needed Software Enhancements shall be performed only with the express prior authorization of the City on a task order basis. For each task, the Contractor will submit a detailed scope of work, and cost break down for City's approval through a written modification to this Agreement pursuant to Section 41 of this Agreement. Deliverables for each task will be considered draft until acceptance tested by the City on a test site. No payment for tasks will be provided until the task deliverables are tested and approved by the City.

As-Needed Software Enhancements are anticipated to include:

- i. The addition of data fields, pages and reports.
- ii. The import of additional data files.
- iii. Creation of import functions to regularly batch upload large quantities of conservation program information received by the City.
- iv. Addition of City's conservation programs to ConserveTrack's Public Portal module to enable the ability for customers to apply online.
- v. Expansion and update of ConserveTrack's survey tool module

6.0 As-Needed End-User Training. At the request of the City, the Contractor will provide as-needed training ("As-Needed SaaS Training") for City staff. As-Needed SaaS Training shall be performed only with the express prior authorization of the City on a task order basis. For each task order, the Contractor will submit a detailed training outline and cost break down for City's approval through a written modification to this Agreement pursuant to Section 41 of this Agreement. No payment for tasks will be provided until the training has been rendered and approved by the City.

Appendix B
SaaS Application and Hosted Services

- I. Description of the SaaS Application and Hosted Services**
- II. SaaS Data Centers**
- III. SaaS Maintenance Services.**
- IV. City Responsibilities**
- V. Technical Support & Training**
- VI. Disaster Recovery**
- V. Service Level Obligations**

I. Description of the SaaS Application and Hosted Services: "SaaS Application and Hosted Services" include the following services:

A. Software: Use of Contractor Software operating on hosted equipment located at Contractor's facility and/or any Data Center as further outlined under Section II (SaaS Data Centers) of this Appendix. This includes:

- 1. ConserveTrack Web Application – The ConserveTrack system provides the following features:
 - a. Tracks and reports a wide variety of Water Conservation program data, including cases, water usage, water savings and others data.
 - b. Integrates with City's utility billing system database to maintain current customer and water usage information.
 - c. Calculates reports water savings and expenses.
 - d. Includes SQL Server ConserveTrack Database,
- 2. ConserveTrack Portal Web Application – Provides a web application for public water customers to interact with the water conservation staff. The Portal Web Application includes a SQL Server Portal Database
- 3. Billing System Transfer file interface.

B. Third Party Software:

- 1. Providing certain third party software required to operate the SaaS Software, including Microsoft SQL server (SQL), Microsoft Windows Server (Windows Server), Microsoft Internet Information Server (IIS), DevExpress Universal Software Components, and other bundled third-party software packages required to support the operation of the SaaS Software.

2. Inclusion of regular Software and Contractor-supplied third party software updates, patches and fixes as scheduled by Contractor.

C. Remote Software:

1. Contractor shall provide access for City's End Users through standard web browsers such as Google Chrome or Microsoft Edge.

D. Back-Up of City Data:

1. Contractor shall provide incremental City Data backups at a minimum of every twenty four (24) hours to an off-site location other than the primary hosting center.
2. Contractor will recover stored backup data to the Operational or Test environments as needed (in the case of failure) or for past data analysis.

E. SaaS Environments: The SaaS Application and Hosted Services are hosted in a certified and secure Tier-3 data hosting center. The SaaS Application will be hosted within this data hosting center on dedicated Contractor servers:

1. A single Operational Environment to serve as the primary environment for the SaaS and Hosted Services
2. A single Test Environment available to the City and Contractor for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at 50% or better of Production Environment.

F. Reporting: Contractor shall provide electronic notification within 2 hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred within the environment or to the hosted application. In the event of a breach, Contractor shall follow the procedures set forth in Section 8(e) of the Agreement.

G. Availability of SaaS Services: Contractor (or its Hosting Service contractor) shall host the SaaS Services on computers owned or controlled by Contractor (or its contractor) and shall provide the City with access to both a Production Environment with SaaS Application and data and a Test Environment with SaaS Application via Internet-access to use according to the terms herein.

1. **Hosted System Uptime:** Other than Scheduled SaaS Maintenance Services as described below, emergency maintenance described below, Force Majeure as described in the Agreement and lack of internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99% Service Level Availability.

2. Scheduled SaaS Maintenance

A. Scheduled SaaS Maintenance will be conducted during the following hours: FRIDAYS 10 PM (Pacific Time) to SUNDAYS 8 PM (Pacific Time). With the same exclusions as noted above.

B. Scheduled SaaS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major upgrades.

3. **Unscheduled SaaS Maintenance.** Contractor will use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during Business Hours in any month for which Unscheduled SaaS Maintenance is required. In the event Contractor fails to meet this obligation for a period of three successive calendar months, City shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month)
4. **Emergency Maintenance.** In the event that Force Majeure or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by the City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to the City as soon as is reasonably possible.
5. **Lack of Internet Availability.** A backup, fully diverse Internet service with enough capacity for the City Data (in addition to other data it may carry) will be available at the Primary Datacenter. Contractor shall not be responsible for any deterioration, unavailability or performance degradation attributable to latencies in the telecommunications and public Internet network connections operated by any third party not under contract with Contractor to provide these services. Although Contractor will use commercially reasonable efforts to take actions Contractor may deem appropriate to mitigate the effects of any such events, Contractor cannot guarantee that such events will not occur.
6. **Notice of Unavailability:** In the event there will be more than thirty (30) minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to Scheduled SaaS Maintenance, emergency maintenance, and lack of internet availability, Contractor will provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor will also provide e-mail notice to licenses@psfwater.org which will include at least a brief description of the reason for the down time and an estimate of the time when the City can expect the site to be up and available.

H. Changes in Functionality. During the term of this Agreement, Contractor shall not reduce or eliminate functionality in SaaS Services. Where Contractor has reduced or eliminated functionality in SaaS Services, City, at City's sole election and in City's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Contractor will immediately adjust the Services Fees accordingly on a prospective basis. Where Contractor has introduced like functionality in other services, Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services Fees.

I. Exclusions to SaaS Application and Services:

1. Excluding regular SaaS Maintenance Services as outlined above, Contractor will not supply any customizations or otherwise alterations to the operation, appearance or logic of the SaaS Software as described here within unless specifically specified under a separate services agreement.
2. Contractor will not perform any manual services outside of normal existing automated City operations. City will retain access and ability to perform such operations as needed.
3. Contractor will not perform any manual services that include any identification of individual field equipment failures, issues or potentials for improvement. City will retain access and ability to perform such operations as needed.
4. Contractor will not supply and parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.

J. Change Control Procedure. City may, upon written notice, request changes to the scope of the SaaS Services. If City requests an increase in the scope, City shall notify Contractor, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Contractor shall notify City whether or not the change has an associated cost impact. In the event the Change Control has an associated cost impact, a written modification to this Agreement shall be executed in the same manner as this Agreement pursuant to Section 41 (Modification of Agreement) of this Agreement. If no cost impact is expected, and if City approves, City shall issue a change control, which will be executed by Contractor. City shall have the right to decrease the scope and the associated fees accordingly.

II. SaaS Data Centers

A. Control: The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

B. Location: The location of the data center that will be used to host the SaaS Application is as follows:

Primary Tier IV data center:
Verizon NAP of the Americas
50 NE 9th St
Miami, FL 33132

<http://www.verizonenterprise.com/infrastructure/data-centers/north-america/nap/nap-americas.xml>

Backup Storage Data Center:
Google Inc.
Service: Google Cloud Storage and Drive
1600 Amphitheatre Pkwy
Mountain View, CA 94043

<https://www.google.com/drive/>

C. Replacement Hosted Provider: In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 16, SOC 1 and/or SOC 2 Audit Report at least annually and said audit shall be provided to City in accordance with this Agreement.

D. Notice of Change: In the event that the location of the data center used to host the SaaS Application is changed, Contractor shall provide City with prior written notice of said change and disclose the address of the new facility. Notification shall be provided to City by Contractor within sixty (60) days of any such change taking place. Any such new primary facility shall be located within the United States. The data centers referenced above are subcontractors that are approved by City.

E. Subcontractors. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

III. SaaS Maintenance Services.

A. The SaaS Software maintained under this Agreement shall be the SaaS Software set forth in Appendix D to this Agreement.

B. The following SaaS Maintenance Services are included as part of this Agreement:

1. Contractor Software Version Upgrades, Software Revisions and Patches.

Contractor shall provide and implement ALL SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) the functionality of the SaaS Software and SaaS Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the SaaS Software and SaaS Services in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and SaaS Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) the Service Level Standards can be achieved; and, (d) the SaaS Software and SaaS Services work with the non-hosted browser version.

i. Deployment of these revisions will be mutually agreed upon between Contractor and City.

ii. Release of software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a fifteen (15) calendar day prior written notice of when any such revision is scheduled to be released. City will be granted a ten (10) calendar day evaluation window to review release documentation regarding software modules being impacted and general revision changes.

iii. After the evaluation period, Contractor will conduct a deployment of the revision to the City Test Environment. The software deployment will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City will be allowed a fifteen (15) calendar day test window in which City has ability to test and raise issues with Contractor. Issue resolution will be managed per the process as described here within. Test Environment deployment activities will be conducted during a mutual agreed to time window and may not necessarily align with the production maintenance windows as described within this document.

iv. In the event a SaaS Severity Level 1 or Severity Level 2 Issue has been identified and appropriately triaged and classified by both Contractor and City during the Test Environment deployment test window, Contractor will be required to correct the SaaS Issue. If the SaaS Issue can be corrected and can be redeployed within the remainder of the deployment test window, City will have an additional five (5) testing days in which to evaluate and further test for the SaaS Issue resolution. If the SaaS Issue cannot be corrected within the remainder of the test window, Contractor will deploy immediately upon availability with as much notice as practicable. City will be allowed an additional five (5) testing days to evaluate the correction post the test window if desired.

- v. If at any time during the testing window City identifies the presence of multiple SaaS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City ability to continue testing, City may in writing elect to suspend testing until corrections for the SaaS Issues can be provided. Contractor will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five (5) calendar days to commence the testing within the then available remaining testing window.
 - vi. Unless exists outstanding circumstances as described here within, Contractor will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The software promotion will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful. Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described here within.
 - vii. In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to City's when available.
2. **Third Party Software Revisions.** At the option of Contractor, periodic software revisions of Third Party Software included with the SaaS Software will be provided by Contractor at its discretion without further charge provided the following conditions are met: (i) the Third Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third Party Software that affects the operation or ability to provide secure use of the SaaS Software; and (ii) the Third Party Software Revision has, in the opinion of Contractor, corrected malfunctions or significant security threat identified in the Contractor Technology System and has not created any additional malfunctions; and (iii) the Third Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting install of the Third Party Software revision if the Third Party Software was not licensed to City by or through Contractor. Third Party Software revisions provided by Contractor are specifically limited to the Third Party Software identified and set forth in Appendix D to this Agreement.

C. **Response to SaaS Issues.** Contractor will provide verbal or written responses to SaaS Issues identified by the City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined under Section VI.

D. SaaS Software Maintenance Acceptance Period. Unless as otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance City shall have a twenty (20) business day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. In the event that City rejects, for good cause, any maintenance changes during the SaaS Software Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

E. SaaS Hardware: Contractor will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the datacenter.

F. SaaS Maintenance Services Limitations. The SaaS Maintenance Services defined in this Agreement are applicable only to the Contractor, excluding third party equipment not provided as part of the SaaS Services by Contractor. The following limitations apply to SaaS Maintenance Services under this Agreement:

1. SaaS Maintenance Services shall be limited to the latest SaaS Software Revision, currently maintained by Contractor. All code changes, enhancements or fixes will be incorporated into the latest SaaS Software Revision or a future SaaS Software Revision. Contractor has no obligation to make code changes, enhancements or fixes to previous SaaS Software Revisions.
2. SaaS Maintenance Services do not include costs incurred by Contractor while investigating problems that are the result of City's negligence, misuse, or unauthorized application, alteration, or modification of the SaaS Software,
3. SaaS Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Contractor as an interface or peripheral to the Software.
4. SaaS Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Contractor.
5. SaaS Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.

6. SaaS Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the SaaS Software approved specifications.
7. City specific testing and reimplementation of custom enhancements are not part of this Agreement unless specifically identified as such in Appendix A.

IV. City Responsibilities

- A. Contractor shall provide to City technical support for SaaS system Issues, 8 hours per day; five (5) days per week year-round, not including major holidays.
- B. City shall provide Contractor with timely notification of any SaaS Issues by either of these methods:
 1. **Contacting Contractor Customer Support at 1-831-426-4397.**
 2. **By email to support@ConserveTrack.com**
- C. **Technical Staff.** City shall be responsible for maintaining sufficient suitably trained technical staff to operate the SaaS System on a day-to-day basis. Contractor training for designated contacts shall be made available to City.
- D. **Support for Problem Investigation.** City shall support all reasonable requests by Contractor as may be required in problem investigation and resolution.
- E. **Designation of Point of Contact.** City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during SaaS Issue investigation and resolution.
- F. **Discovery of Errors.** Upon discovery of an Error, City agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

V. Disaster Recovery

- A. **Action Plan:** Contractor will maintain a disaster recovery action plan.
- B. **Restoration Time Targets:** Restoration of services will be planned to fully recover the SaaS system within 24 hours.
- C. **Recovery Point Objective:** The Recovery Point Objective (RPO) is defined to be the maximum acceptable amount of data loss for which the City may experience due to a temporary loss of SaaS Services and applications. Contractor shall deliver a maximum RPO of twenty-four (24) hours based on incremental backups being made available between production and backup facilities and recovery.

D. The Recovery Time Objective: The maximum period of continuous time during which access to the Hosted Services and Software applications shall not be available to the City. Contractor shall deliver a maximum RTO of twenty-four (24) hours for the Hosted Services Production System and SaaS Applications.

E. Data Synchronization: Data Synchronization is defined to be the act of backing up the SaaS system data from the Primary Environment SQL database server to an off-site "backup" location.

F. Recovery Testing: Contractor, jointly with City, shall test and exercise the Disaster Recovery Plan once (1) per contract year to ensure that Data Synchronization processes is functioning as expected.

VI. Technical Support & Training

A. 24x7 Technical Support: Authorized Users will make Technical Support requests by calling or emailing Contractor's Technical Support staff or by submitting a request via Contractor's customer service web portal. The Technical Support staff shall assign to the request the SaaS Severity Level (as defined herein) indicated by the requestor. SaaS Severity Level 1 and 2 items will be addressed within 1 business day and sooner generally. SaaS Severity Level 3 and 4 items will be addressed during the standard business hours of 8:00am-5:00pm US Pacific Time.

1. **Business Hours:** Technical Support is available between the business hours of 7:00am to 5:00 pm US Pacific Time by either:
 - a. Contacting Contractor Customer Support at 1-831-426-4397
or
 - b. By email to support@ConserveTrack.com
2. **After hours:** No afterhours support is included. If an urgent issue arises Authorized Users may email or phone and the Contractor staff will address the issue as soon as possible.

SaaS Severity Level	Target Response Time
SaaS Severity Level 1: <i>Requires immediate attention- Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<i>Request Response Time: 1 Hour.</i> <i>Request Resolution Time Target: < 2 hours.</i> <i>Maximum Permitted Request Resolution Time: < 48 hours</i>
SaaS Severity Level 2: <i>Requires priority attention - Some important production</i>	<i>Request Response Time: 2 hrs.</i>

SaaS Severity Level	Target Response Time
<i>functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<i>Request Resolution Time Target: < 4 hours</i> <i>Maximum Permitted Request Resolution Time: < 96 hours</i>
SaaS Severity Level 3: <i>Requires attention – There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<i>Request Response Time: 4 hr.</i> <i>Request Resolution Time Target: < 8 hours</i> <i>Maximum Permitted Request Resolution Time: < 7 days</i>
SaaS Severity Level 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<i>Request Response Time: 4 hr.</i> <i>Request Resolution Time Target: < 24 hours</i> <i>Maximum Permitted Request Resolution Time: < 7 days</i>

VII. Service Level Obligations.

A. Time is of the Essence. For the term of this Agreement, Contractor shall provide SaaS Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

B. Service Levels.

“Availability” Service Level:

i. Definitions:

- a. **“Actual Uptime”:** The total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- b. **“Scheduled Downtime”:** The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.
- c. **“Scheduled Uptime”:** The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

ii. **Service Level Standard.** Services will be available to Authorized Users for normal use 99% of the Scheduled Uptime.

a. **Calculation:** $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 =$
Percentage Uptime (as calculated by rounding to the second decimal point) on a MONTHLY basis.

b. **Performance Credit.**

1) **Where Monthly Percentage Uptime is greater than 99%:**
No Performance Credit will be due to City.

2) **Where Percentage Uptime is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 2% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

C. **Service Level Reporting.** On a quarterly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

D. **Failure to Meet Service Level Standards.** In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. City must notify Contractor of any poor performance and that a Performance Credit is due as a condition of payment of the same.

E. **Termination for Material and Repeated Failures.** City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that the City's ability, as

solely determined by City, to use the SaaS Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

F. Audit of Service Levels. No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: As-needed technical support for proprietary ConserveTrack software licenses

Funding Source: Non general Fund

PSC Amount: \$40,000

PSC Est. Start Date: 09/30/2015

PSC Est. End Date
09/30/2018

1. Description of Work

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. SFPUC first acquired a perpetual ConserveTrack software license and two years of annual maintenance through the CCSF Computer Store in July of 2010. In 2013, SFPUC entered into a two year agreement (CS-290, BPUC14000027) with ConserveTrack for annual software support (a commodity) in the amount of \$150,600 and as-needed technical services (a professional service) in the amount of \$20,000, for a total contract amount of \$125,600. At this time, we are executing Amendment 1 to allow for an additional three years of annual software support in the amount of \$168,096 and additional as-needed technical support in the amount of \$20,000. Upon executing Amendment 1, the new contract amount will be \$313,696, of which \$273,696 will pertain to annual software maintenance (a commodity) and \$40,000 will pertain to as-needed technical services (a professional service). Technical services are for customization and changes that are not included in the software maintenance agreement. Such technical services may include the addition of data fields, pages, and reports and the import of additional data files. Such technical services shall be performed only with the express prior authorization of the City and charged on an hourly fee basis according to the rates set forth in the Agreement.

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

The technical services requested from ConserveTrack give SFPUC the tools necessary to regularly monitor, track and analyze the data gathered by the ConserveTrack software. More importantly, these services allow SFPUC to continuously customize the software to its specific and changing needs and systems. Without these services, SFPUC will not derive the full benefit of the ConserveTrack Software for which it has already paid in full. It will not be able to modify or customize the software to be in sync with SFPUC's systems and needs as those systems and needs changed and develop over time in a rapidly changing technological environment.

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.

NA

D. Will the contract(s) be renewed?

Yes. See "Response to Question 1D".

- 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:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

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

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

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

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

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

6. Additional Information

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Explanation of training has not been provided by the department
- 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 06/17/2015, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Taraneh Moayed Phone: 415-252-2531 Email: taraneh.moayed@sfgov.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 30925 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/09/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: As-needed technical support for proprietary ConserveTrack software licenses

Funding Source: Non general Fund

PSC Amount: \$40,000

PSC Est. Start Date: 09/30/2015

PSC Est. End Date
09/30/2018

1. Description of Work

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. SFPUC first acquired a perpetual ConserveTrack software license and two years of annual maintenance through the CCSF Computer Store in July of 2010. In 2013, SFPUC entered into a two year agreement (CS-290, BPUC14000027) with ConserveTrack for annual software support (a commodity) in the amount of \$150,600 and as-needed technical services (a professional service) in the amount of \$20,000, for a total contract amount of \$125,600. At this time, we are executing Amendment 1 to allow for an additional three years of annual software support in the amount of \$168,096 and additional as-needed technical support in the amount of \$20,000. Upon executing Amendment 1, the new contract amount will be \$313,696, of which \$273,696 will pertain to annual software maintenance (a commodity) and \$40,000 will pertain to as-needed technical services (a professional service). Technical services are for customization and changes that are not included in the software maintenance agreement. Such technical services may include the addition of data fields, pages, and reports and the import of additional data files. Such technical services shall be performed only with the express prior authorization of the City and charged on an hourly fee basis according to the rates set forth in the Agreement.

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

The technical services requested from ConserveTrack give SFPUC the tools necessary to regularly monitor, track and analyze the data gathered by the ConserveTrack software. More importantly, these services allow SFPUC to continuously customize the software to its specific and changing needs and systems. Without these services, SFPUC will not derive the full benefit of the ConserveTrack Software for which it has already paid in full. It will not be able to modify or customize the software to be in sync with SFPUC's systems and needs as those systems and needs changed and develop over time in a rapidly changing technological environment.

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.

NA

D. Will the contract(s) be renewed?

Yes. See "Response to Question 1D".

- 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:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

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

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

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

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

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

6. Additional Information

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Explanation of training has not been provided by the department
- 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 06/17/2015, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Taraneh Moayed Phone: 415-252-2531 Email: taraneh.moayed@sfgov.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 30925 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/09/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☒ Expedited ☐ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Technical services related to proprietary softwareFunding Source: SFPUC Water Operating FundsPSC Duration: 5 yearsPSC Amount: \$98,900**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

As fully outlined in the attached Appendix A to the contract, ConserveTrack will provide initial production, back-up, and test environments for setting up its hosted software for SFPUC and, thereafter, as-needed software enhancements and end-user training. Although the five year contract amount is for \$592,013, only \$98,900.00 relates to actual implementation, customization and as-needed end-user training services by ConserveTrack. The remaining \$493,113.00 relates to the maximum sum of the annual fees due by SFPUC to ConserveTrack to subscribe to its hosted software.

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services. If SFPUC is not permitted to make a transition to Conservetrack's hosted model, it will be required to essentially pay Coservetrack the same cost for annual perpetual software support as it would for an annual hosted subscription (see tables above), but without the benefits derived from moving to a hosted model. Further, it is not cost effective for SFPUC to engage in a new RFQ for a different but comparable software as it would be required to purchase completely new licenses and recreate many of the features already customized by Conservetrack for SFPUC.

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

SFPUC first acquired a ConserveTrack perpetual software license and two years of annual maintenance through OCA's Computer Store. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The then newly added customization services portion of CS-290 was approved pursuant to PSC 30925-14/15.

D. Will the contract(s) be renewed?

SFPUC will renew the contract if it determines in five years that it would like to continue using the ConserveTrack software to manage SFPUC's water conservation efforts.

- 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.

ConserveTrack software is a database application designed to store, manage and analyze data related to the urban water conservation programs. The proprietary software is licensed and maintained exclusively by ConserveTrack LLC (ConserveTrack). The San Francisco Public Utilities Commission (SFPUC) first acquired a ConserveTrack perpetual software license and two years of annual maintenance through the Office of Contract Administration's Computer Store program. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The newly added customization services portion of CS-290 was approved by the Civil Service pursuant to PSC 30925-14/15, a copy of which has been provided with this submission. At this time, SFPUC has determined that it is more cost effective to move from its perpetual ConserveTrack license to a cloud-based ConserveTrack license. Therefore, this is a contract with ConserveTrack for its cloud-based software subscription and certain as needed technical and end-user training services. Given SFPUC's total investment to date in this product and its continued need to have it further customized to its evolving business needed, it make business and financial sense to execute this agreement for a period of at least 5 years since SFPUC has every intention to continue using this software during that time. CS-290 will be terminated once CS-1080 takes effect.

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:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively

by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

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

A. Explain why civil service classes are not applicable.

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical 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.
As outlined in the attached Appendix A to the contract, ConserveTrack will provide as-needed end-user training.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
SFPUC first acquired a ConserveTrack perpetual software license and two years of annual maintenance through OCA's Computer Store. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The then newly added customization services portion of CS-290 was approved pursuant to PSC 30925-14/15. CS-290 will be terminated once CS-1080 takes effect.

7. Union Notification: On 01/23/2017, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgwater.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 35150 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/06/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☒ Expedited ☐ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: As-needed technical support for proprietary ConserveTrack software licensesFunding Source: Non general FundPSC Amount: \$40,000PSC Est. Start Date: 09/30/2015PSC Est. End Date: 09/30/2018**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. SFPUC first acquired a perpetual ConserveTrack software license and two years of annual maintenance through the CCSF Computer Store in July of 2010. In 2013, SFPUC entered into a two year agreement (CS-290, BPUC14000027) with ConserveTrack for annual software support (a commodity) in the amount of \$150,600 and as-needed technical services (a professional service) in the amount of \$20,000, for a total contract amount of \$125,600. At this time, we are executing Amendment 1 to allow for an additional three years of annual software support in the amount of \$168,096 and additional as-needed technical support in the amount of \$20,000. Upon executing Amendment 1, the new contract amount will be \$313,696, of which \$273,696 will pertain to annual software maintenance (a commodity) and \$40,000 will pertain to as-needed technical services (a professional service). Technical services are for customization and changes that are not included in the software maintenance agreement. Such technical services may include the addition of data fields, pages, and reports and the import of additional data files. Such technical services shall be performed only with the express prior authorization of the City and charged on an hourly fee basis according to the rates set forth in the Agreement.

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

The technical services requested from ConserveTrack give SFPUC the tools necessary to regularly monitor, track and analyze the data gathered by the ConserveTrack software. More importantly, these services allow SFPUC to continuously customize the software to its specific and changing needs and systems. Without these services, SFPUC will not derive the full benefit of the ConserveTrack Software for which it has already paid in full. It will not be able to modify or customize the software to be in sync with SFPUC's systems and needs as those systems and needs changed and develop over time in a rapidly changing technological environment.

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.

NA

D. Will the contract(s) be renewed?

Yes. See "Response to Question 1D".

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:**

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

- A. Explain why civil service classes are not applicable.
ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Explanation of training has not been provided by the department
- 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 06/17/2015, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Taraneh Moayed Phone: 415-252-2531 Email: taraneh.moayed@sfgov.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 30925 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/09/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Professional Service

Funding Source: Hetch Hetchy Power Operating

PSC Duration: 5 years

PSC Amount: \$975,000

1. Description of Work

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

Consultant will provide expert advice, analysis, and assistance on planning for electric utility customer growth and expansion of owned electrical assets.

Work products may include, but are not limited to the following: peer review of staff analyses, providing briefings and/or presentations, creating an actionable transition and growth implementation plan, and developing an organizational structure redesign plan.

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

This service is necessary as the SFPUC Power Enterprise needs expert experience and assistance in efforts to acquire the electric grid in San Francisco and make strategic investments in electric infrastructure that are consistent with this ultimate goal. Leveraging expertise in maintaining and growing a public electric utility is essential to the Power Enterprise's long-term financial stability. Denial of this service could hinder the enterprise's ability in making strategic planning decisions.

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

No

D. Will the contract(s) be renewed?

No

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

We expect there to be significant strategic/transition planning in the next 5 years as the Power Enterprise is looking to expand the utility and prepare for acquisition of the electric grid in San Francisco. Additionally, Power Enterprise must make strategic infrastructure investments that are consistent with the expected acquisition. Therefore, we will need the consultant to assist with transition planning and implementation.

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 consultant will be assisting the Power Enterprise with its current strategic planning and acquisition efforts. This effort requires expertise in maintaining and growing a publicly-owned electric utility. There will not be a need for the consultant to stay on long-term.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: - expertise in managing publicly owned utilities (specifically aspects of

strategic planning, process re-design, development, and customer growth) - expert knowledge in asset operations and maintenance - expert knowledge in bundled electric service provision

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

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

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

There aren't any other civil service classifications and/or groups that can provide this type of expert level consulting within the City as we have never attempted such a project before.

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

A. Explain why civil service classes are not applicable.

The scope cannot be performed by civil service staff as this work will not be needed long-term. The scope of this work applies only to the City's current efforts to acquire PG&E's electrical infrastructure. This needs to be performed by someone with executive management experience within publicly-owned utilities that can consult on strategy and implementation on this unique transitional period.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this work requires expert level experience for a short time period of transitional analysis & strategic planning.

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. We don't expect the need for this service in the long term as this transition period is very unique. The consultant will be providing strategic planning consultation rather than specific skills sets that can be taught to staff.

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

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

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

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

7. Union Notification: On 02/17/2022, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47227 - 21/22

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 04/18/2022

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [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.](mailto:Hale, Shawndrea M.; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmarengo@twusf.org; pwilson@twusf.org; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Hale, Shawndrea M.; dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over $100K PSC # 47227 - 21/22
Date: Thursday, February 17, 2022 2:37:57 PM</p><hr/></div><div data-bbox=)

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RECEIPT for Union Notification for PSC 47227 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47227 - 21/22 for \$975,000 for Initial Request services for the period 08/01/2022 – 07/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17997> 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 Infrastructure Engineering Support Services

Funding Source: Interdepartmental Work Orders

PSC Duration: 6 years 1 day

PSC Amount: \$12,000,000

1. Description of Work

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

Consultants will perform highly specialized civil engineering and surveying tasks that include reviewing various Agreements, Project Documents, standards, regulations, codes, Master Utility Plans, and various specifications; assisting in updating entitlement documents; coordinating shut-down's, relocations, and transitions of existing streets and utility systems; preparing and processing mapping applications, Conditions of Approval related to Tentative Maps, Public Improvement Agreements related to Final Maps, lot line adjustment, merger, Transfers map, and Final Map Applications; assisting in the review of Boundary Surveys, ALTA Surveys, Records of Survey; assisting in preparation of Public Improvement Agreements, Acquisition Agreements, encroachments, easement, and other map related services; reviewing Planned Infrastructure Systems and identifying issues and conflicts at land transfers; facilitating City Plan Review Process; coordinating infrastructure and mapping meetings; providing technical support on infrastructure design issues and analyzing schedule impacts; reviewing cost estimates for bonding or acquisition purposes; assisting in preparation of documents for acceptance and acquisition of completed improvements; assisting in bond reduction determinations; assisting in determination of completeness of infrastructure systems, and coordinating horizontal improvement changes resulting from vertical improvements. The Department intends to award four (4) contracts, each not to exceed \$2,000,000.

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

Services are as-needed to assist Public Works on difficult or unique projects that require specialized civil engineering and surveying expertise beyond the capabilities of existing staff, and to meet scheduling demands when the workload exceeds Department resources. Denial to this service could result in failure to meet client department requirements and project delays that would increase construction 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.

In the past, Infrastructure Engineering Support services have been provided by As-Needed Infrastructure Engineering Support Services contracts approved under most recent PSC No. 41567-1718.

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:

These services will only be utilized on an as-needed basis when the specialized services are required.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Professional Civil Engineers and Licensed Land Surveyors; extensive knowledge and expertise in land development projects; knowledge and expertise in design and review of public streets, streetscape, and utilities; expertise in reviewing Agreements, Project Documents, Master Utility Plans, Infrastructure Plans, and Land Transfers; exceptional knowledge of California Subdivision Map Act; extensive knowledge and expertise in application of San Francisco Subdivision Code and Regulations; experience in updating entitlement documents; extensive experience in reviewing submitted tentative maps; knowledge of San Francisco mapping and property records; experience in convening meetings with multiple public and private stakeholders; experience in tracking and managing multiple submittals; experience in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and easements; experience in creating conditions of approval for development projects; experience in preparing and processing subdivision map applications, Final Maps, lot line adjustment, merger, and Final Map Applications; experience in review of Boundary Surveys, ALTA Surveys, and Records of Survey; experience in coordinating horizontal improvement changes resulting from vertical improvements; and experience working with multiple public and private stakeholders.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5214, Building Plans Engineer; 5216, Chief Surveyor; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

None. Current employees do not possess the experience and expertise to perform this highly specialized work.

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

A. Explain why civil service classes are not applicable.

Civil Service classes 5211, 5174, 5241, 5207, 5216, and 5214 may be able to perform this work if they have the experience and expertise; however, current employees do not possess the experience and expertise to perform this highly specialized work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Civil Service classes mentioned above 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. Services required are on as-needed basis and are highly dependent on land development climate. There is little to no opportunity for Consultant to train permanent City staff.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 02/16/2022, the Department notified the following employee organizations of this PSC/RFP request:

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48613 - 21/22

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 04/18/2022

Civil Service Commission Action:

Receipt of Union Notification(s)