



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

Sent Via Electronic Mail

August 5, 2021

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 40737-20/21; 49843-20/21; 49656-20/21; 41615-20/21; 41997-20/21; 46457-20/21; 49953-20/21; 4095-12/13; 45087-14/15; 49836-20/21; AND 32252-17/18.

The above matter will be considered by the Civil Service Commission at a virtual meeting (Cisco WebEx) to be held on **August 16, 2021, at 2:00 p.m.**

This item will appear on the Ratification Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG
Executive Officer

Attachments

Cc: Thomas Chen, Department of Emergency Management
Henry Gong, Sheriff
Shawndrea Hale, Public Utilities Commission
Daniel Kwon, Public Utilities Commission
Junko Laxamana, Board of Supervisors
Arlene Lee, Department of Public Health
William Lee, Department of Emergency Management
Genie Wong, Police Department
Kimmie Wu, Treasurer/Tax Collector
Commission File
Commissioners' Binder
Chron

NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES

A. Commission Office

The Civil Service Commission office is located at, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. The telephone number is (628) 652-1100. The fax number is (628) 652-1109. The email address is civilservice@sfgov.org and the web address is www.sfgov.org/civilservice/. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

B. Policy Requiring Written Reports

It is the policy of the Civil Service Commission that except for appeals filed under Civil Service Commission Rule 111A Position-Based Testing, all items appearing on its agenda be supported by a written report prepared by Commission or departmental staff. All documents referred to in any Agenda Document are posted adjacent to the Agenda, or if more than one (1) page in length, available for public inspection and copying at the Civil Service Commission office. Reports from City and County personnel supporting agenda items are submitted in accordance with the procedures established by the Executive Officer. Reports not submitted according to procedures, in the format and quantity required, and by the deadline, will not be calendared.

C. Policy on Written Submissions by Appellants

All written material submitted by appellants to be considered by the Commission in support of an agenda item shall be submitted to the Commission office, no later than 5:00 p.m. on the fourth (4th) business day preceding the Commission meeting for which the item is calendared (ordinarily, on Tuesday). An original and nine (9) copies on 8 1/2-inch X 11 inch paper, three-hole punched on left margin, and page numbered in the bottom center margin, shall be provided. Written material submitted for the Commission's review becomes part of a public record and shall be open for public inspection.

D. Policy on Materials being Considered by the Commission

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting on the Civil Service Commission's website at www.sfgov.org/CivilService, and in its office located at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. If any materials related to an item on this agenda have been distributed to the Civil Service Commission after distribution of the agenda packet, those materials will be available for public inspection at the Civil Service Commission's during normal office hours (8:00 a.m. to 5:00 p.m. Monday through Friday).

E. Policy and Procedure for Hearings to be Scheduled after 5:00 p.m. and Requests for Postponement

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (628) 652-1100 and confirmed in writing or by fax at (628) 652-1109.

A request for a postponement (continuance) to delay an item to another meeting may be directed to the Commission Executive Officer by telephone or in writing. Before acting, the Executive Officer may refer certain requests to another City official for recommendation. Telephone requests must be confirmed in writing prior to the meeting. Immediately following the "Announcement of Changes" portion of the agenda at the beginning of the meeting, the Commission will consider a request for a postponement that has been previously denied. Appeals filed under Civil Service Commission Rule 111A Position-Based Testing shall be considered on the date it is calendared for hearing except under extraordinary circumstances and upon mutual agreement between the appellant and the Department of Human Resources.

F. Policy and Procedure on Hearing Items Out of Order

Requests to hear items out of order are to be directed to the Commission President at the beginning of the agenda. The President will rule on each request. Such requests may be granted with mutual agreement among the affected parties.

G. Procedure for Commission Hearings

All Commission hearings on disputed matters shall conform to the following procedures: The Commission reserves the right to question each party during its presentation and, in its discretion, to modify any time allocations and requirements.

If a matter is severed from the *Consent Agenda* or the *Ratification Agenda*, presentation by the opponent will be for a maximum time limit of five (5) minutes and response by the departmental representative for a maximum time limit of five (5) minutes. Requests by the public to sever items from the [*Consent Agenda* or] *Ratification Agenda* must be provided with justification for the record.

For items on the *Regular Agenda*, presentation by the departmental representative for a maximum time of five (5) minutes and response by the opponent for a maximum time limit of five (5) minutes.

For items on the *Separations Agenda*, presentation by the department followed by the employee or employee's representative shall be for a maximum time limit of ten (10) minutes for each party unless extended by the Commission.

Each presentation shall conform to the following:

1. Opening summary of case (brief overview);
2. Discussion of evidence;
3. Corroborating witnesses, if necessary; and
4. Closing remarks.

The Commission may allocate five (5) minutes for each side to rebut evidence presented by the other side.

H. Policy on Audio Recording of Commission Meetings

As provided in the San Francisco Sunshine Ordinance, all Commission meetings are audio recorded in digital form. These audio recordings of open sessions are available starting on the day after the Commission meeting on the Civil Service Commission website at www.sfgov.org/civilservice/.

I. Speaking before the Civil Service Commission

Speaker cards are not required. The Commission will take public comment on all items appearing on the agenda at the time the item is heard. The Commission will take public comment on matters not on the Agenda, but within the jurisdiction of the Commission during the “Requests to Speak” portion of the regular meeting. Maximum time will be three (3) minutes. A subsequent comment after the three (3) minute period is limited to one (1) minute. The timer shall be in operation during public comment. Upon any specific request by a Commissioner, time may be extended.

J. Public Comment and Due Process

During general public comment, members of the public sometimes wish to address the Civil Service Commission regarding matters that may come before the Commission in its capacity as an adjudicative body. The Commission does not restrict this use of general public comment. To protect the due process rights of parties to its adjudicative proceedings, however, the Commission will not consider, in connection with any adjudicative proceeding, statements made during general public comment. If members of the public have information that they believe to be relevant to a matter that will come before the Commission in its adjudicative capacity, they may wish to address the Commission during the public comment portion of that adjudicative proceeding. The Commission will not consider public comment in connection with an adjudicative proceeding without providing the parties an opportunity to respond.

K. Policy on use of Cell Phones, Pagers and Similar Sound-Producing Electronic Devices at and During Public Meetings

The ringing and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

Information on Disability Access

The Civil Service Commission normally meets in Room 400 (Fourth Floor) City Hall, 1 Dr. Carlton B. Goodlett Place. However, meetings not held in this room are conducted in the Civic Center area. City Hall is wheelchair accessible. The closest accessible BART station is the Civic Center, located 2 ½ blocks from City Hall. Accessible MUNI lines serving City Hall are 47 Van Ness Avenue, 9 San Bruno and 71 Haight/Noriega, as well as the METRO stations at Van Ness and Market and at Civic Center. For more information about MUNI accessible services, call (415) 923-6142. Accessible curbside parking has been designated at points in the vicinity of City Hall adjacent to Grove Street and Van Ness Avenue.

The following services are available on request 48 hours prior to the meeting; except for Monday meetings, for which the deadline shall be 4:00 p.m. of the last business day of the preceding week. For American Sign Language interpreters or the use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please contact the Commission office to make arrangements for the accommodation. Late requests will be honored, if possible.

Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call our ADA coordinator at (628) 652-1107 or (628) 652-1100 to discuss meeting accessibility. In order to assist the City’s efforts to accommodate such people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City to accommodate these individuals.

Know your Rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code)

Government’s duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people’s business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people’s review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, or to obtain a free copy of the Sunshine Ordinance, contact Victor Young, Administrator of the Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689 at (415) 554-7724, by fax: (415) 554-7854, by e-mail: sotf@sfgov.org, or on the City’s website at www.sfgov.org/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Section 2.100) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Ave., Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112 and web site <http://www.sfgov.org/ethics/>.



London Breed
Mayor

Carol Isen
Human Resources Director

Date: July 30, 2021

To: The Honorable Civil Service Commission

Through: Carol Isen
Human Resources Director

From: Junko Laxamana, BOS
Shawndrea Hale / Daniel Kwon, PUC
Henry Gong, SHF
Kimmie Wu, TTX
Arlene Lee, DPH
William Lee / Thomas Chen, DEM
Genie Wong, POL

Subject: **Personal Services Contracts Approval Request**

This report contains eleven (11) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 21/22 to date:

Total of this Report	YTD Expedited Approvals FY2021-2022	Total for FY2021-2022
\$18,258,213	\$72,390,257	\$438,709,329

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POSTING FOR

August 16, 2021

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
40737 - 20/21	BOARD OF SUPERVISORS	\$120,000.00	Board of Supervisors seeks to retain the services of a qualified consultant that has expertise in culturally and linguistically competent community outreach for the Redistricting Task Force. The community outreach includes informing and educating public of redistricting process, connecting with underserved communities and neighborhoods, and encouraging resident's participation in the redistricting process. Specifically, the consultant will produce contents in print and digital media, including but not limited to, newspaper advertisement, flyers, newsletters, email, website, and social media. Additionally, the outreach contents should be produced in multiple languages to disseminate information to the non-English speaking members of the public.	August 1, 2021	April 30, 2022	REGULAR
49843 - 20/21	PUBLIC UTILITIES COMMISSION	\$300,000.00	<p>The San Francisco Public Utilities Commission (SFPUC) is launching a Pilot Residential Green Infrastructure Grant Program and seeks to retain the services of a qualified Program Administrator to assist the SFPUC with the implementation of the Program. This new pilot Program will test new technologies on residential properties, encourage residential property owners to manage stormwater on-site, improve sewer collection system performance during wet weather, and educate San Franciscans on the collection system and stormwater management. This professional services contract will be used to fund a short-term, pilot-scale program to test a new grant administration structure and deliver a limited number of projects. The lessons learned from the results of this contract will contribute to future budgeting and staffing for the Residential Green Infrastructure Grant Program.</p> <p>The Program Administrator will be responsible for program administration, financial management, property owner outreach and coordination, project management, and reporting for the installation of green stormwater infrastructure facilities on residential properties in San Francisco. The Program Administrator will conduct outreach to interested homeowners and recruit them to participate in the Program through workshops, outreach collateral, and site visits. The Program Administrator will assess residential</p>	January 1, 2022	December 31, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			properties and support homeowners in developing applications for grant funding. The Program Administrator will issue payments to homeowners for the cost of design and construction services to build green stormwater infrastructure projects on their properties. The Program Administrator will also provide customer service, collect and manage data, and submit monthly reports on Program performance to the SFPUC.			
49656 - 20/21	PUBLIC UTILITIES COMMISSION	\$8,000,000.00	<p>The Emergency Firefighting Water System (EFWS), sometimes referred to as the Auxiliary Water Supply System (AWSS), is an independent high pressure water supply system dedicated to fire protection. It was installed in 1913 in response to the Great Earthquake and Fire of 1906 and consists of a 135mile pipeline network, a high elevation reservoir with two large capacity tanks, two pumping stations, three fireboats and underground water storage tanks (cisterns). The selected Consultant will work under the direction of the SFPUC to provide planning and engineering design services for the Emergency Firefighting Water System and City's Water Distribution System pipelines. Some assignments may require SFPUC engineering staff to be integrated into the consultant project team. The Consultant's work objective will be to perform planning and engineering design services applying all applicable codes and SFPUC Procedures and regulatory requirements/guidelines administered by the State Water Resources Control Board, Division of Drinking Water. Projects are expected to pertain to pipelines, pump stations, fireboat manifold systems.</p>	September 10, 2021	September 9, 2029	REGULAR
41615 - 20/21	SHERIFF	\$300,000.00	Contractor will examine and monitor the Incarcerated Person Communication Services ("IPCS) at the San Francisco Sheriff's Office ("SFSO) Facilities to assess the accuracy of SFSO's records and to provide a basis for evaluating service quality to meet the requirements of the SFSO under existing contracts with vendors. Contractor will work with the SFSO's contracted IPCS provider to ensure that all contractually required updates to hardware and software are completed. Contractor will continuously monitor and validate IPCS hardware and software against industry standards to ensure the the SFSO and incarcerated population is receiving the best	October 1, 2021	September 30, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			performance from the system and the best support from the contracted IPCS providers. In addition, the Contractor will assist SFSO in creating technical requirements for all incarcerated communication services solicitations, such as, telephones, video visitation system, and tablets. Contractor will work as the SFSO's liaison to resolve service calls and incarcerated grievances.			
41997 - 20/21	TREASURER/TAX COLLECTOR	\$1,000,000.00	<p>Branding analysis, design, and collateral and video production services, including:</p> <ul style="list-style-type: none"> Analyzing current collateral and creating brand communications design, brand strategy, and brand storytelling. Visual design including logo and brand development, campaign look & feel, illustrations, and animations. Developing creative communications and messaging, measurable cross-media campaigns with relevant calls-to-actions. Providing design services, graphic and production design for print and digital assets and brand collateral including infographics Creating digital experience design: campaign microsites, branded surveys, social media storytelling. Human-centered design including strategy development, research and development, prototyping, including recommending and deploying content strategies that target specific audience segments with measurable outcomes. Creating highly shareable compelling videos, including creating overall concept and script development, which may: provide overviews of programs and their accomplishments; highlight the experiences of people who have benefited certain programs; or explain how to take specific actions to utilize a program, Using insights from behavioral sciences to develop and improve applications, promotional materials, and enrollment processes to ensure they are accessible, easy to navigate, and reduce the administrative burden for individual applicants and departments. Examples of such processes include applications, enrollment processes, and promotional materials for low-income payment plans, and community service plans for low-income people, and application processes for various discounts provided by departments. Providing proficient multi-lingual collateral and videos, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino. 	August 1, 2021	July 31, 2024	REGULAR
46457 - 20/21	TREASURER/TAX COLLECTOR	\$1,000,000.00	<p>Provide communications campaign management services, which includes:</p> <ul style="list-style-type: none"> Identifying and refining target audiences, key goals, and calls to action. 	August 1, 2021	July 31, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<ul style="list-style-type: none"> • Creating compelling, creative, and culturally appropriate promotional content for all media types (including but not limited to traditional, non-traditional, online and mobile). • Providing proficiency in multi-lingual outreach, including but not limited to culturally sensitive strategy and execution, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino. • Coordinating, placing and purchasing off-line media in traditional and nontraditional media vehicles including ethnic/in-language channels. Offline media vehicles include but not limited to print, radio, and spot TV. • Coordinating, purchasing online media including but not limited to search engine marketing, Ad words, display advertising (both standard and rich media), social media marketing, cross platform ads (mobile device ads, tablet ads, portable display ads, etc.), email marketing, and in-language media. • Tracking all appropriate metrics including but not limited to impressions, reach & frequency, awareness and return on investment. • Incorporate feedback from TTX as needed. • Ensuring on-going evaluation/analysis of tracked metrics and impacts in order to provide • TTX with real-time feedback and recommendations to maximize media efficiency. 			
49953 - 20/21	PUBLIC HEALTH	\$5,000,000.00	Contractor will act as an Original Equipment Manufacturer (OEM) or authorized OEM partner to provide, and administer the Department's data security network licensing and services contract(s). These services provide the San Francisco Department of Public Health (SFDPH) Security Operations team with advanced threat prevention that safeguards SFDPH networks, cloud and mobile operations against all known attacks combined with the industry's most comprehensive and intuitive single point of control management system. SFDPH utilizes these professional services for enhanced incident response as well as endpoint security, data security and security management product.	October 1, 2021	September 30, 2024	REGULAR

TOTAL AMOUNT \$15,720,000

POSTING FOR

August 16, 2021

Proposed Modifications to Personal Services Contracts

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4095 12/13 - MODIFICATIONS	August 16, 2021	DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD	\$600,000	\$2,238,972	The CORES Responder Management System integrates the verification of responder credentials and the deployment of responders during an emergency. The CORES Alert Notification System facilitates mass notification and two-way communication to provide immediate delivery of customized alerts to any number of relevant recipients. The contract will include hours for training and support hours.	07/01/2022	06/30/2025	REGULAR
45087 - 14/15 - MODIFICATIONS	August 16, 2021	DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD	\$600,000	\$2,400,000	This request is to contract with San Francisco Fleet Week Association to help coordinate Fleet Week activities, which will include large-scale event production, facilitation and overall management of a multi-day set of events. The partnership with the San Francisco Fleet Week Association will sustain coordination with external private sector, non-profit and Federal Government partners, including	11/01/2021	12/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					members of the Department of Defense (U.S. Navy and Marines). This request will be for three years.			
49836 - 20/21 - MODIFICATIONS	August 16, 2021	DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD	\$1,188,213	\$1,700,213	ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability. This PSC is relating to the maintenance, training and accreditation of this proprietary software	07/31/2021	06/30/2026	REGULAR
32252 - 17/18 - MODIFICATIONS	August 16, 2021	POLICE -- POL	\$150,000	\$400,000	To comply with the Federal Bureau of Investigations (FBI) requirement of physical media disposal to minimize risk of sensitive information compromise by	09/01/2022	08/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>unauthorized individuals, the San Francisco Police Department (SFPD) is seeking a contractor to provide service to all SFPD locations (10 district stations, headquarters, academy, crime lab, and other divisions). The contractor will use a mobile shredding truck to provide on-site shredding and disposal approximately twice a month and destruction and disposal of other physical media on an as-needed basis. Other physical media may include, but not be limited to, body worn cameras, smartphones, computer disks, film, magnetic disks, magnetic tapes, transparencies, and video cassettes. An assigned SFPD employee (sworn officer, facilities coordinator, Public Service Aide or Police Cadet) at each location must physically witness shredding process of contents of confidential bins and destruction of other physical media by contractor employees.</p>			

TOTAL AMOUNT \$2,538,213

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: BOARD OF SUPERVISORS -- BOS

Dept. Code: BOS

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

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

Type of Service: Redistricting Task Force Community Outreach

Funding Source: General Fund

PSC Amount: \$120,000

PSC Est. Start Date: 08/01/2021

PSC Est. End Date 04/30/2022

1. Description of Work

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

Board of Supervisors seeks to retain the services of a qualified consultant that has expertise in culturally and linguistically competent community outreach for the Redistricting Task Force. The community outreach includes informing and educating public of redistricting process, connecting with underserved communities and neighborhoods, and encouraging resident's participation in the redistricting process. Specifically, the consultant will produce contents in print and digital media, including but not limited to, newspaper advertisement, flyers, newsletters, email, website, and social media. Additionally, the outreach contents should be produced in multiple languages to disseminate information to the non-English speaking members of the public.

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

Every ten years, the Federal Government conducts a census to determine the number of individuals living in the United States. After the census is completed, the San Francisco Charter Sec. 13.110(d) requires the Director of Elections to determine whether the existing supervisorial districts meet the legal requirements established by federal, state, and local law. The Charter also requires the Board of Supervisors to convene a Redistricting Task Force. On May 25, 2021, the Board of Supervisors introduced an ordinance to convene a Redistricting Task Force. Community outreach is a major, critical component of the Task Force's work and the denial of this request would have a significant negative impact on the Task Force's ability to conduct their work as required by law.

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

This service hasn't been provided in the past by the Board of Supervisors. In 2011, the Department of Elections hired a consultant for the Redistricting Task Force.

D. Will the contract(s) be renewed?

No.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The Redistricting Task Force will be convened from August 2021 through April 2022. The services will be needed for the limited term only. Additionally, the Department currently does not have internal staff who has the expertise needed to perform this work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: - Ability to design and produce outreach contents in multiple formats such as advertisements, flyers, newsletters, websites, and social media - Strong understanding of San Francisco's local

communities and diverse neighborhoods - Experience with targeted outreach to underserved communities and neighborhoods - Expertise in developing and implementing plans and strategies that result in a greater level of public participation and information dissemination - Proficient in designing culturally sensitive and competent messaging - Ability to translate contents in multiple languages, at minimum Chinese, Spanish and Filipino

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer;

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

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

The Department does not have internal staff who has the expertise needed to perform this work. The Department reached out to the Office of Civic Engagement and Immigrant Affairs (OCEIA) for translation of outreach materials; however, the OCEIA does not have the capacity at this time.

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

A. Explain why civil service classes are not applicable.

The Redistricting Task Force will be convened from August 2021 through April 2022. The services will be needed for the limited term only. Additionally, given that the nature of the work is specialized, it is not possible to fully meet the needs of the project without outside consulting 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. Adoption of a new civil service class is not necessary. The Redistricting Task Force will be convened from August 2021 through April 2022. The services will be needed for the limited term only.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Training of employees are not needed for this service.

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

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

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

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

7. Union Notification: On 06/17/2021, 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: Junko Laxamana Phone: 415-554-7704 Email: junko.laxamana@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Pl, Room 244 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40737 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of junko.laxamana@sfgov.org
To: [Laxamana, Junko \(BOS\); Laxamana, Junko \(BOS\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko \(BOS\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Laxamana_Junko (BOS); Laxamana_Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana_Junko (BOS); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40737 - 20/21
Date: Thursday, June 17, 2021 1:31:56 PM

RECEIPT for Union Notification for PSC 40737 - 20/21 more than \$100k

The BOARD OF SUPERVISORS -- BOS has submitted a request for a Personal Services Contract (PSC) 40737 - 20/21 for \$120,000 for Initial Request services for the period 08/01/2021 – 04/30/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16614> 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: Program Administration (Green Infrastructure Grant)

Funding Source: Add-Back Funding

PSC Duration: 1 year 52 weeks

PSC Amount: \$300,000

1. Description of Work

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

The San Francisco Public Utilities Commission (SFPUC) is launching a Pilot Residential Green Infrastructure Grant Program and seeks to retain the services of a qualified Program Administrator to assist the SFPUC with the implementation of the Program. This new pilot Program will test new technologies on residential properties, encourage residential property owners to manage stormwater on-site, improve sewer collection system performance during wet weather, and educate San Franciscans on the collection system and stormwater management. This professional services contract will be used to fund a short-term, pilot-scale program to test a new grant administration structure and deliver a limited number of projects. The lessons learned from the results of this contract will contribute to future budgeting and staffing for the Residential Green Infrastructure Grant Program.

The Program Administrator will be responsible for program administration, financial management, property owner outreach and coordination, project management, and reporting for the installation of green stormwater infrastructure facilities on residential properties in San Francisco. The Program Administrator will conduct outreach to interested homeowners and recruit them to participate in the Program through workshops, outreach collateral, and site visits. The Program Administrator will assess residential properties and support homeowners in developing applications for grant funding. The Program Administrator will issue payments to homeowners for the cost of design and construction services to build green stormwater infrastructure projects on their properties. The Program Administrator will also provide customer service, collect and manage data, and submit monthly reports on Program performance to the SFPUC.

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

During large storm events, the City's sewer system can become overwhelmed, resulting in localized flooding and combined sewer discharges to the Pacific Ocean or San Francisco Bay. One tool that SFPUC uses to manage stormwater and its impacts on the City is green infrastructure, which is a set of engineered, sustainable stormwater management tools that slow down, clean, and route stormwater to keep it from overwhelming the City's sewer system. Because over half of the City's drainage area is located on private properties, the SFPUC's green infrastructure strategy includes offering incentives for property owners to build green infrastructure to manage stormwater on their properties. Engaging property owners is therefore critical to scaling up green infrastructure to manage stormwater in San Francisco. Currently, SFPUC offers two grant programs for stormwater management, however single-family residential properties are not eligible for either program. This pilot program will therefore lay the framework to fill a programmatic gap that remains on the residential scale by testing the technological feasibility of residential-scale green infrastructure projects on a limited number of pilot homes. Without this program, a gap will remain at the residential scale and SFPUC will not be able to incentivize stormwater management on residential properties.

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

No, this service has not been provided in the past.

D. Will the contract(s) be renewed?

Yes. There will likely be an option to renew the contract, at the discretion of the SFPUC.

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

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.

Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

The administration of the Pilot Residential Green Infrastructure Grant Program is a short term, one time pilot to test new technologies on residential properties. In addition, this professional services contract is funded by a limited budget of \$300,000 through an add-back funding and there is no future program funding source identified at this time. There is currently no future funding allocated for this program and the establishment of new civil service positions or classes is therefore not feasible at this time.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The term limit for this PSC is less than five years.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5601, Utility Analyst; 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?

The SFPUC currently does not have staff availability or budget allocated for new staffing required to administer this pilot program. This short-term program will delivery a limited number of pilot projects, with the sole funding source of \$300,000 in add-back funding. Therefore, SFPUC is unable to leverage any available resources within the city to deliver this pilot program. Staff evaluated the capacity of other City departments, including Public Works, Rec and Park, and SF Environment, and determined they do not have available resources or the required expertise to provide this scope.

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

A. Explain why civil service classes are not applicable.

The scope above cannot be performed by civil service staff because of the short-term, limited nature of this pilot program. There is currently no long-term allocated funding source for this program and the sole funding source is \$300,000 in add-back funding. Therefore SFPUC does not have budget to hire a new civil service employee to perform this work. Additionally, this pilot program has a limited duration with only 8 pilot projects expected to be delivered over the course of one to two years. Therefore this pilot program is not full-time work and is sporadic in nature.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Existing civil service classes could perform this work. However, as described above, the limited budget and short-term duration of this program makes it infeasible to hire a new civil service employee. Therefore a new civil service class is not needed to perform this work.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided by the consultant.

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

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

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

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

7. **Union Notification:** On 06/21/2021, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Daniel Kwon Phone: 415-934-5722 Email: dkwon@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49843 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of dkwon@sfgwater.org
To: [Kwon, Daniel](mailto:Kwon_Daniel); [Laxamana, Junko \(BOS\)](mailto:Laxamana_Junko); amakayan@ifpte21.org; ecassidy@ifpte21.com;
WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org;
kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [Kwon, Daniel](mailto:Kwon_Daniel); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator_DHR)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49843 - 20/21
Date: Monday, June 21, 2021 1:38:05 PM

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RECEIPT for Union Notification for PSC 49843 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 49843 - 20/21 for \$300,000 for Initial Request services for the period 01/01/2022 – 12/31/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16737> 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: Engineering Services for Emergency Firefighting and Water Distribution System

Funding Source: GO Bonds ESER 2014 and 2020

PSC Duration: 8 years 1 day

PSC Amount: \$8,000,000

1. Description of Work

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

The Emergency Firefighting Water System (EFWS), sometimes referred to as the Auxiliary Water Supply

System (AWSS), is an independent high pressure

water supply system dedicated to fire protection. It was

installed in 1913 in response to the Great Earthquake and Fire of 1906 and consists of a 135mile

pipeline

network, a high elevation

reservoir with two large capacity

tanks, two pumping stations, three fireboats

and underground water storage tanks (cisterns).

The selected Consultant will work under the direction of the SFPUC to provide planning and engineering

design services for the Emergency Firefighting Water System and City's Water Distribution System

pipelines. Some assignments may require SFPUC engineering staff to be integrated into the consultant

project team. The Consultant's work objective will be to perform planning and engineering design services

applying all applicable codes and SFPUC Procedures and regulatory requirements/guidelines administered

by the State Water Resources Control Board, Division of Drinking Water. Projects are expected to pertain to

pipelines, pump stations, fireboat manifold systems.

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

The Emergency Firefighting Water System (EFWS) has unique capabilities, including the ability to deliver water at extremely high pressures and to use water from the Bay to battle fire. The Emergency Firefighting Water System is used as the secondary defense against large fires, specifically those that could occur after a large earthquake when the domestic water system may be impacted. If the City's domestic water system is damaged because of an earthquake – as it previously has been – sufficient water from the domestic water system will not be available to suppress fires. The EFWS will serve as the alternative water source and will be vital to extinguishing large fires, thus saving lives and protecting against the loss of buildings and homes after a large earthquake or other disaster.

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.

Similar specialized fire flow hydraulic modeling and seismic planning services to address delivery of the AWSS were

performed under PSC 411410/ 11 for Contract CS199, Planning Support Services for Auxiliary Water Supply System.

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 duration of the project from planning, design, engineering services during construction, and project closeout will take approximately 8 years, due to complexity of the planning, design and construction support given the various existing underground utilities that will need to be relocated and the the major construction impacts along the streets of San Francisco.

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:

This project requires specialized skills, expertise and knowledge to complete the work. The SFPUC will provide project engineer(s) to lead, coordinate and oversee consulting engineers. In addition, the PUC project engineer(s) will ensure the project meets SFPUC-Infrastructure standards and procedures.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Consultant will be asked to provide supplemental geotechnical information, perform condition assessment tasks, prepare operations and maintenance plans, or develop designs for portions of the EFWS and City's Water Distribution System. Such services could include specialized technical expertise (e.g. trenchless installations, fire flow) and other services at the discretion of the SFPUC.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, drilling and other equipment for geotechnical/hazardous material investigation and pipeline condition assessments that will be required.

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

SFPUC has reviewed the staffing plan and confirmed that such expertise is not available within current City resources for the trenchless installations, fire flow hydraulic modeling, seismic, and geotechnical services. All related services that City can provide such as project engineering efforts, coordination with utility conflicts, environmental approval work, pump station, water distribution pipeline design will be performed by City resources, in collaboration with the selected consultant team. 5. Why Civil Service Employees Cannot Perform the Services to

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

A. Explain why civil service classes are not applicable.

Typically, the design of large diameter pipelines, earthquake resistant ductile iron pipes, and trenchless installations in seismically active areas requires extensive specialized engineering support services (e.g. geotechnical, utility engineering and potholing, and pipeline finite element modeling in seismic hazard zones). These projects will be lead City and consultant staff support as needed. Depending on available funding, portions of the work can be intermittent and of a short term duration and/or these engineering services will be utilized as needed during peak workloads.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, there is insufficient continuous long term workload to support the staffing of these types of specialized trenchless installations, fire flow hydraulic modeling, seismic, and geotechnical 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.
Yes. To foster the transfer of technical expertise relevant to tunnel design and construction to City staff, this contract will include provisions for consultant-led, in office training sessions at the SFPUC. Training topics will be determined jointly between Consultant the SFPUC during each phase of work.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 06/07/2021, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49656 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfgwater.org
To: [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 49656 - 20/21
Date: Monday, June 7, 2021 4:04:05 PM

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RECEIPT for Union Notification for PSC 49656 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 49656 - 20/21 for \$8,000,000 for Initial Request services for the period 09/10/2021 – 09/09/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16570> 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

From: [Kyger, Todd](#)
To: [Kwon, Daniel](#)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 49656 - 20/21
Date: Monday, July 26, 2021 5:13:09 PM
Attachments: [PSC No. 49656 - 2021.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

fyi

Thank you,
t

Todd Kyger

Project Labor Agreement Administrator, Infrastructure

Workforce & Economic Program Services

Cell: 415-308-0839

Pronouns: he, him, his

sfpuc.org | tkyger@sfwater.org



From: Kyger, Todd <TKyger@sfwater.org>

Date: Monday, July 26, 2021 at 5:04 PM

To: Hale, Shawndrea M. <SHale@sfwater.org>

Cc: Garcia, Ramon <RGarcia@sfwater.org>

Subject: Re: Receipt of Notice for new PCS over \$100K PSC # 49656 - 20/21

Hi Shawndrea,

Please see notice from L21 to move forward with PCS # 49656 - 20/21, and the request to report back to Civil Service in year 4 of the proposed 8-year term, which is consistent with other PSCs that may extend beyond a 5-year term. If you have any questions, please let me know.

Thank you,
t

Todd Kyger

Project Labor Agreement Administrator, Infrastructure

Workforce & Economic Program Services

Cell: 415-308-0839

Pronouns: he, him, his

sfpuc.org | tkyger@sflower.org



From: Timothy Mathews <tmathews@ifpte21.org>

Date: Monday, July 26, 2021 at 10:05 AM

To: Kyger, Todd <TKyger@sflower.org>, Garcia, Ramon <RGarcia@sflower.org>

Cc: Alicia Flores <aflores@ifpte21.org>, Smith, Michael (DPW) <michael.smith@sfdpw.org>,
Wong, Lesley (DPW) <lesley.wong@sfdpw.org>, Ling, Eugene (DPW)

<Eugene.Ling@sfdpw.org>, Baradaran, Reza (DPW) <Reza.Baradaran@sfdpw.org>, Lui,
Raymond (DPW) <Raymond.Lui@sfdpw.org>, Ryan, Elliot (DPW) <Elliot.Ryan@sfdpw.org>

Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 49656 - 20/21

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.

Todd and Ramon,

After our follow-up discussion, IFPTE Local 21 is able to drop our objection to PSC # 49656 - 20/21 with the following conditions, which were discussed:

- 1) The PUC shall report back to the Civil Service on the status of this PSC in 4-years.
- 2) Any remaining Union concerns related specifically to this PSC, as well as the associated with general forecasting and planning of IFPTE Local 21 bargaining unit work of the PUC, shall be discussed at the next Joint Union-City Committee.

Thank you.

For the Union,
-Timothy

Timothy Mathews

Pronouns: He/him/his

Research Specialist

IFPTE Local 21

nd

Additional Attachment(s)

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: Engineering Services for Emergency Firefighting and Water Distribution System (PRO.0163)Funding Source: GO Bonds ESER 2014 and 2020PSC Duration: 6 yearsPSC Amount: \$8,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Emergency Firefighting Water System (EFWS), sometimes referred to as the Auxiliary Water Supply System (AWSS), is an independent high-pressure water supply system dedicated to fire protection. It was installed in 1913 in response to the Great Earthquake and Fire of 1906 and consists of a 135-mile pipeline network, a high-elevation reservoir with two large-capacity tanks, two pumping stations, three fireboats and underground water storage tanks (cisterns).

The selected Consultant will work under the direction of the SFPUC to provide planning and engineering design services for the Emergency Firefighting Water System and City's Water Distribution System pipelines. Some assignments may require SFPUC engineering staff to be integrated into the consultant project team. The Consultant's work objective will be to perform planning and engineering design services applying all applicable codes and SFPUC Procedures and regulatory requirements/guidelines administered by the State Water Resources Control Board, Division of Drinking Water. Projects are expected to pertain to pipelines, pump stations, fireboat manifold systems.

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

The Emergency Firefighting Water System (EFWS) has unique capabilities, including the ability to deliver water at extremely high pressures and to use water from the Bay to battle fire. The Emergency Firefighting Water System is used as the secondary defense against large fires, specifically those that could occur after a large earthquake when the domestic water system may be impacted. If the City's domestic water system is damaged because of an earthquake – as it previously has been – sufficient water from the domestic water system will not be available to suppress fires. The EFWS will serve as the alternative water source and will be vital to extinguishing large fires, thus saving lives and protecting against the loss of buildings and homes after a large earthquake or other disaster.

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.

Similar specialized fire flow hydraulic modeling and seismic planning services to address delivery of the AWSS were performed under PSC 4114-10/11 for Contract CS-199, Planning Support Services for Auxiliary Water Supply System.

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 duration of the project from planning, design, engineering services during construction, and project closeout will take approximately 6 years, due to complexity of the planning, design and construction support given the various existing underground utilities that will need to be relocated and the the major construction impacts along the streets of San Francisco.

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:

This project requires specialized skills, expertise and knowledge to complete the work. The SFPUC will provide project engineer(s) to lead, coordinate and oversee consulting engineers. In addition, the PUC project engineer(s) will ensure the project meets SFPUC-Infrastructure standards and procedures.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The Consultant will be asked to provide supplemental geotechnical information, perform condition assessment tasks, prepare operations and maintenance plans, or develop designs for portions of the EFWS and City's Water Distribution System. Such services could include specialized technical expertise (e.g. trenchless installations, fire flow) and other services at the discretion of the SFPUC.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, drilling and other equipment for geotechnical/hazardous material investigation and pipeline condition assessments that will be required.

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

SFPUC has reviewed the staffing plan and confirmed that such expertise is not available within current City resources for the trenchless installations, fire flow hydraulic modeling, seismic, and geotechnical services. All related services that City can provide - such as project engineering efforts, coordination with utility conflicts, environmental approval work, pump station, water distribution pipeline design will be performed by City resources, in collaboration with the selected consultant team.

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

- A. Explain why civil service classes are not applicable.
- Typically, the design of large diameter pipelines, earthquake resistant ductile iron pipes, and trenchless installations in seismically active areas requires extensive specialized engineering support services (e.g. geotechnical, utility engineering and potholing, and pipeline finite element modeling in seismic hazard zones). These projects will be lead City and consultant staff support as needed. Depending on available funding, portions of the work can be intermittent and of a short-term duration and/or these engineering services will be utilized as needed during peak workloads.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, there is insufficient continuous long-term workload to support the staffing of these types of specialized trenchless installations, fire flow hydraulic modeling, seismic, and geotechnical 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.
Yes. Yes. To foster the transfer of technical expertise relevant to tunnel design and construction to City staff, this contract will include provisions for consultant-led, in-office training sessions at the SFPUC. Training topics will be determined jointly between Consultant the the SFPUC during each phase of work.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 10/02/2019, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

Address: 525 Golden Gate Avenue San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41628 - 19/20

DHR Analysis/Recommendation:

action date: 12/02/2019

Commission Approval Required

Approved by Civil Service Commission

12/02/2019 DHR Approved for 12/02/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF -- SHF

Dept. Code: SHF

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

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

Type of Service: Incarcerated Person Communication Services Compliance Monitoring

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$300,000

1. Description of Work

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

Contractor will examine and monitor the Incarcerated Person Communication Services ("IPCS) at the San Francisco Sheriff's Office ("SFSO) Facilities to assess the accuracy of SFSO's records and to provide a basis for evaluating service quality to meet the requirements of the SFSO under existing contracts with vendors. Contractor will work with the SFSO's contracted IPCS provider to ensure that all contractually required updates to hardware and software are completed. Contractor will continuously monitor and validate IPCS hardware and software against industry standards to ensure the the SFSO and incarcerated population is receiving the best performance from the system and the best support from the contracted IPCS providers. In addition, the Contractor will assist SFSO in creating technical requirements for all incarcerated communication services solicitations, such as, telephones, video visitation system, and tablets. Contractor will work as the SFSO's liaison to resolve service calls and incarcerated grievances.

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

The service is necessary to effectively manage incarcerated person communication services. The current incarcerated communication services contract, solicited and negotiated with the guidance from an IPCS Compliance Monitor, provides free telephone calls for the entire incarcerated population in custody in the San Francisco County Jails and will not generate any commission revenues from incarcerated telephone calls. Denying this service will greatly impact the SFSO's implementation of new communication technology in the County Jails to expand the communication infrastructure for the incarcerated to increase their communication with family and friends. The SFSO intent to expand Video Visitations and efficiencies and resources to the incarcerated by implementing tablets.

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 compliance monitoring services has been provided in the past approved by the Civil Service Commission under PSC 41209 13/14.

D. Will the contract(s) be renewed?

Upon the completion of this contract, the SFSO intend to process a formal solicitation to negotiate a new contract for this service.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The SFSO does not have the resources and the required expertise in the technology and infrastructure required to efficiently and effectively provide incarcerated communication monitoring services. The compliance monitoring services are necessary to effectively manage incarcerated person communication services. The current incarcerated communication services contract, solicited and negotiated with the guidance from an IPCS Compliance Monitor, provides free telephone calls for the entire incarcerated population in custody in the San Francisco County Jails and

will not generate any commission revenues from incarcerated telephone calls. Denying this service will greatly impact the SFSO's implementation of new communication technology in the County Jails to expand the communication infrastructure for the incarcerated to increase their communication with family and friends. The SFSO intent to expand Video Visitations and efficiencies and resources to the incarcerated by implementing tablets.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Knowledge of evolving federal, state, and local regulations for incarcerated telephone services, such as the Federal Communications Commissions. Knowledge of technical requirements for hardware, services, features, rates, and fees specific to incarcerated communication services. Knowledge of daily operation of an incarcerated communication services. Ability to statistically analyze incarcerated calling patterns, infrastructure requirements and limitations, cost by phone station, and call/billing types.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will reconcile and analyze call and systems data with their proprietary software.

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

Given the required expertise in incarcerated communication services and the understanding of the Federal Communications Commissions impacts, the SFSO has found that the City does not have the resources to provide this service.

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

- A. Explain why civil service classes are not applicable.
This work requires highly specialized knowledge of the technical requirements for hardware, services, features, rates, and fees related to the provision of incarcerated communication services and software that analyze incarcerated calling patterns, revenue by phone station, and call and billing types.
- 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 highly specialized knowledge of the technical requirements for hardware, services, features, rates, and fees related to the provision of incarcerated communication services and software that analyze incarcerated calling patterns, revenue by phone station, and call and billing types.

6. Additional Information

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

7. Union Notification: On 06/09/2021, 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: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 456 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41615 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

Gong, Henry (SHF)

From: dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org
Sent: Wednesday, June 09, 2021 11:23 AM
To: Gong, Henry (SHF); cmoyer@nccrc.org; Frigault, Noah (HRC); 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; tony@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; 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; Gong, Henry (SHF); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41615 - 20/21

RECEIPT for Union Notification for PSC 41615 - 20/21 more than \$100k

The SHERIFF -- SHF has submitted a request for a Personal Services Contract (PSC) 41615 - 20/21 for \$300,000 for Initial Request services for the period 10/01/2021 – 09/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16587> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

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

**Agreement between the City and County of San Francisco and
Praeses, LLC**

This Agreement is made this **First day of April, 2015**, in the City and County of San Francisco, State of California, by and between: **PRAESES, LLC**, hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing.”

Recitals

WHEREAS, the **San Francisco Sheriff’s Department** (“Sheriff’s Department”) wishes to **contract for an inmate telephone service compliance monitor**; and,

WHEREAS, a Request for Proposal (“RFP”) was issued on **April 25, 2014**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved the modification to **PSC 41209-13/14** on **August 3, 2015**;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **April 1, 2016 to March 31, 2020**. The maximum Agreement period shall not be more than five (5) years.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. As set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. Contractor, on behalf of the Sheriff's Department, under the "Letter of Agency", will serve as the Sheriff's Department's single point of receipt for the Sheriff's Department's commissions paid by various Inmate Telephone Service Providers (ITSP), and will consolidate such commission payments into a payment format mutually agreed upon by both Contractor and the San Francisco Sheriff's Department. The amount of such monthly commission payment to the Sheriff's Department shall be the commission payments collected by Contractor less Contractor's management fee (as described in Appendix B, "Calculation of Charges"). Such commission payment shall be made consistent with the remittance of the monthly narrative and summary reports per Appendix A. 2 – Reports. Compensation shall be deducted monthly by Contractor at the time of the delivery of monthly reports. Contractor shall submit reports and remittances, to recipients as directed by the Sheriff's Department, no later than the 15th day of each succeeding month for all monies received in the previous calendar month. In no event shall the amount of the Contractor's management fee for this Agreement exceed \$400,000. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All

amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Reserved (Disallowance).

10. Taxes.

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact

Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance.

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

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Crime Insurance endorsed to cover "Third Party Fidelity", naming the City and County of San Francisco as "Loss Payee", with limits not less than \$300,000 per occurrence; and

4) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

5) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent

that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Reserved (Liquidated Damages).

20. Default; Remedies.

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- | | |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- 1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- 3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- 4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or

lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. **Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will

immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City:

SAN FRANCISCO SHERIFF'S DEPARTMENT
ATTN: Kathy Gorwood
SFSD City Hall, Room 456
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4676
kathy.gorwood@sfgov.org
Fax: 415-554-7050

To Contractor:

PRAESES, LLC
ATTN: Ann O'Boyle Day, Director
330 Marshall Street, 8th Floor
Shreveport, LA 71101
ann.day@praeses.com
FAX: 318-213-8137

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

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor shall retain ownership of all work product considered confidential trade secret information pursuant to California Civil Code Section 3426, et seq. (the Uniform Trade Secrets Act), California Evidence Code Section 1060 and California Government Code Section 6254(k), including but not limited to monthly remittance reports, summary of rating discrepancies, bill type and call type breakdowns and multi-facility summaries. Contractor

may also retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. However, Contractor shall retain ownership of all work product and processes considered confidential trade secret information pursuant to California Civil Code Section 3426, et seq. (the Uniform Trade Secrets Act), California Evidence Code Section 1060 and California Government Code Section 6254(k), including but not limited to internally-developed and proprietary software, systems and methods. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will

consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Waived 5/27/15 (Local Business Enterprise Utilization; Liquidated Damages.)

34. Waived 4/8/15 (Nondiscrimination; Penalties.)

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative

Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property

contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing

with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions.

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions.

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages.

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first

investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation.

a. **Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. **Government Code Claims.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, “Modification of Agreement.”

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Reserved. (Supervision of Minors).

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Reserved. (Slavery Era Disclosure).

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

CITY

CONTRACTOR

Recommended by:

Praeses, LLC



Vicki L. Hennessy
Sheriff
San Francisco Sheriff's Department

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Dennis J. Herrera
City Attorney

By: 

Jana Clark
Deputy City Attorney

Approved:



Frank M. Auer
CEO
330 Marshall Street, Ste. 800
Shreveport, Louisiana 71101



Jaci Fong
Director of the Office of Contract Administration, and Purchaser

City vendor number: 93427

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Letter of the Agency

RECEIVED
16 MAR 25 AM 10:15
RECEIVED
16 JUN - 8 PM 3:18
PURCHASING DEPARTMENT

Appendix A
Services to be provided by Contractor

1. Description of Services

This Agreement is made by and between the Sheriff's Department and Contractor pursuant to RFP #SHF2014-07 and bid Addendum #1.

Contractor agrees to perform the following services:

A. Scope

1) Site Surveys and Inventories

Contractor will examine Inmate Telephone Service at the San Francisco Sheriff's Department ("SFSD") owned and/ or operated "Locations" including, without limitation, all male, and female correctional facilities and any other physical locations where inmates, detainees and /or other persons in the custody of SFSD may be held where access to inmate telephones is supplied, to assess the accuracy of SFSD's records and to provide a basis for evaluating service quality and appropriate revenue under existing contracts with vendors. Elements of this examination will include, but are not limited to, the following: the number of inmate telephones at each SFSD Location, location of inmate telephones at each SFSD Location, types of equipment, technology, and manufacturer, monthly revenue, and SFSD commissions from each inmate telephone for each Location. Contractor will conduct the examination from information provided to Contractor by existing Inmate Telephone Service Provider(s) pursuant to a "Letter of Agency" which SFSD will provide to the Contractor. These results will be reconciled against SFSD's records and findings from inspections of selected Locations. Contractor will work with the SFSD's contracted ITS provider to ensure that all contractually required updates to hardware and software are completed within 30 days of release. Contractor will continuously monitor and validate ITS hardware and software against industry standards to ensure that the SFSD is receiving the best performance from the system and the best support from the contracted ITS provider.

2) Reconciliation Services

Contractor will reconcile and validate accuracy of calling rates, fees, generated revenue and commissions. Contractor will utilize internally developed, proprietary software and proven methods to fully evaluate the accuracy of rates, fees, revenues, and commissions. Contractor validates commissions paid by the ITS provider for the life of the agreement between the SFSD and Contractor. As inaccuracies are discovered, Contractor will work at the discretion of the SFSD to collect earned but unpaid monies.

3) Inmate Telephone System Evaluation

Contractor will evaluate the provisioning of inmate telephones to SFSD and recommend inmate telephone equipment, technology, enclosure types, modifications to the physical surroundings of the inmate telephones, and

recommend inmate telephone installation standards. Contractor's evaluation will include documentation and analysis of inmate telephone revenues and SFSD commissions from local services, intraLATA services, interLATA services, prepaid and/or debit calling services, and will make recommendations for improving existing Inmate Telephone Service as needed and the potential for introducing new services that may enhance SFSD commissions and inmate telephone user satisfaction.

4) Consulting Services

Contractor will keep the SFSD abreast of new technologies, regulations, and industry trends. Contractor will further assist with, and/or negotiate and recommend, at the direction of SFSD, to SFSD all new agreements for Inmate Telephone Service. Contractor will also negotiate and recommend, if applicable, the renewal and/or modification of any current agreements in which SFSD is currently obligated. This service includes Contractor providing and/or assisting SFSD in providing Request for Proposals (RFPs) to be sent to various ITSPs to evaluate the market for the most optimum solution. The aforementioned negotiation and recommendation will be performed with SFSD's "best interest" at stake ("best interest" is defined as the recommendation, verbal or written, as made by Contractor to SFSD in reference to Inmate Telephone Service provided by potential or current ITSPs including, but not limited to: quality of service, rate schedules, technology, security functionality, commissionable revenue, amount of commission and terms of proposed agreement(s)). Contractor will be available to evaluate the received RFP responses, assist with the negotiation of the contract with the awarded ITS provider and coordinate the ITS provider transition(s). Contractor will modify its RFP consulting services and deliverables to meet the procurement requirements set forth by the City and County of San Francisco. Further, Contractor will not and shall not execute any Agreements for Inmate Telephone Service on behalf of SFSD unless SFSD provides explicit written consent to do so. During an ITS provider transition or upgrade the Contractor will include, but not limited to:

- a. Create a mutually agreed-upon implementation plan with new ITS provider which shall meet the SFSD's timeline objectives.
- b. Coordinate communication with each ITS provider surrounding the actual installation date(s).
- c. Obtain all call information from the current ITS provider.
- d. Create transition plan with current ITS provider.
- e. Confirm with new ITS provider all installation steps prior to installation and removal.
- f. Create and schedule all necessary training for transition of new system.
- g. Monitor and evaluate installation process and confirm completion.
- h. Coordinate de-installation of current system and equipment.
- i. Confirm with the SFSD and new ITS provider that system is installed and working correctly.
- j. Ensure contractual compliance of new system and new ITS provider.

5) **Supplier Compliance Services**

Contractor will continue to ensure that the SFSD's ITS provider is contractually compliant in its service offerings. Contractor's supplier compliance services will continue to confirm the accuracy of rates and fees charged to inmates and their families, supplier reported revenues, and paid monies. Contractor will also ensure that all inmate telephone stations and related equipment are functioning properly and in accordance with the contract between the SFSD and the SFSD ITS provider. Any deficiencies detected will be presented to the SFSD with recommendations. The compliance aspects the Contractor will manage on the SFSD's behalf include each and every provision of SFSD's contract with its selected ITS provider:

- a. Payment and reporting based on the defined due date
- b. Receipt of monthly call detail and billing data
- c. Approved calling rates and fees
- d. Storage and availability of call recordings
- e. Processes surrounding attorney and pro-per calls
- f. Adherence to performance process for all upgrades and installations
- g. ITS provided site administrator duties, onsite visits and clearance processes
- h. Addition of new inmate telephones and related equipment within the required timeframe
- i. System security features and fraud prevention practices
- j. Free calls

6) **Inmate Telephone Services Management**

Contractor shall manage (the parties agree that the term "manage" means for Contractor, under the delegation and assignment granted in the Letter of Agency, to functionally exercise all of the operational rights of SFSD pursuant to any Inmate Telephone Service Provider within such contractual limitations as contained herein) Inmate Telephone Service as provided by Prime Inmate Telephone Contractors, Inmate Telephone Sub-Contractors, Call Processing Unit Suppliers, Regional Bell Operating Companies, Independent Local Exchange Carriers, Independent Inmate Telephone Providers, and Primary Interexchange Carriers, all collectively referred to hereafter as Inmate Telephone Provider(s) or "ITSP(s)". This Agreement includes all of SFSD's currently owned and/or operated Locations and all additional SFSD Locations as they are created and/or acquired where SFSD earns any income from any inmate telephone service provided. SFSD hereby authorizes Contractor to act as SFSD's Agent with any ITSP, from the date hereof until the termination of this Agreement, including any extensions, to manage inmate telephone equipment and services for local, intraLATA, interLATA service prepaid and/or debit calling services or any new revenue generating telecommunication and/or electronic communication services that may be provided to SFSD inmates, detainees and/or other similarly situated persons. Contractor will directly manage any and all ITSP(s) under any contract signed by SFSD and further perform aforementioned evaluation services on behalf of SFSD in reference to

SFSD's chosen ITSP(s). SFSD gives Contractor the exclusive and unencumbered right to:

- a. Restrict the environment from change without SFSD's and Contractor's express written consent;
- b. Direct all inmate telephone payments and related information be sent to Contractor;
- c. Receive, account for and send to SFSD appropriate commissions and related information; and,
- d. Direct any and all contracted ITSP(s) to list SFSD and Contractor together as the inmate telephone Customer of Record.

7) **Letter of Agency**

Contractor will act on behalf of SFSD, under the authority of a "Letter of Agency", to be agreed to by SFSD, as a single point of contact in connection with Contractor's responsibilities as set out in this Agreement. Upon the termination of this Agreement, the "Letter of Agency" shall simultaneously terminate. Further, SFSD retains the right to act on its own behalf even after executing said "Letter of Agency." The responsibilities of the Contractor as the authorized agent for SFSD shall include, but not limited to:

- a. Coordination with the various ITSPs and field personnel at SFSD Locations for new installations, additional installations, relocations and disconnections of inmate telephone equipment;
- b. Contractor will work with SFSD representatives to schedule maintenance;
- c. Contractor will recommend installation and maintenance procedures for the ITSPs;
- d. Negotiate contracts and commission schedules with ITSPs; and,
- e. Coordinate new service offerings with the ITSPs.

8) **Single Point of Contact**

Contractor provides the SFSD with a single point of contact (National Account Manager or "NAM") for all inmate telephone issues. The National Account Manager will act on behalf of SFSD as a single point of contact in coordination with the various Inmate Telephone Service Providers and field personnel at SFSD locations for new installations, additional installations, relocations and disconnections of inmate telephone equipment and recommend installation and maintenance procedures for Inmate Telephone Service Providers, negotiate contracts and commission schedules with Inmate Telephone Service Providers and coordinate new service offerings with the Inmate Telephone Service Providers.

2. Reports

Contractor shall provide monthly narrative and summary reports. These reports will be based upon the unedited raw call detail records and billing files provided to Contractor by the respective ITSPs. Contractor will extract, transform and load all relevant data, to prepare analytical reports, monthly narrative, and summary reports. Such monthly narrative and summary reports shall be postmarked or provided to SFSD on or before the 15th day of each

succeeding month for all monies received in the previous calendar month. Contractor shall not be responsible, however, for any incompleteness, inaccuracy, or lateness of such data or information to be provided by the respective ITSPs, so long as Contractor has promptly requested such data from the Provider. The Contractor shall promptly notify SFSD (in writing to the Sheriff) in the event any ITSP does not properly perform its obligations or provide the necessary information, commission payments, or cooperation to Contractor. The monthly narrative and summary reports shall include, but not limited to:

- Summary of Rating Discrepancies
- Bill Type Percentage Breakdown
- Call Type Percentage Breakdown
- Monthly Inmate Telephone Remittance Report
- Multi-Facility Summary Report

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Sheriff's Department will be Lieutenant John Ramirez.

**Appendix B
Calculation of Charges**

A. MANAGEMENT FEES

The Contractor's fee for services it renders to SFSD will be assessed at each and all of the following:

1. A rate of 9.98% applied to all monies received from the ITS provider(s).

The above fee will pay for the management services identified in this Agreement. This will be the only compensation Contractor receives for servicing the SFSD's account. The Contractor shall not receive any additional fees from any ITS provider(s), which are paid based on the revenue generated on the inmate telephones covered by this Agreement. The management fee described above will be deducted monthly by the Contractor at the time of the delivery of monthly reports referenced in Appendix A. 2 – Reports of this Agreement. The monies, less Contractor's management fee will be remitted to SFSD on or before the 15th day of each month.

Contractor reserves the right to adjust its management fee on an annual basis by the lesser of the Consumer Price Index for all Urban Customers (as published from time to time by the U.S. Department of Labor – Bureau of Labor Statistics) or 3.57%.

Appendix C
Letter of Agency



OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



VICKI L. HENNESSY
SHERIFF

LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

The undersigned appoints Praeses, LLC, as agent (hereinafter the "Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned SFSD, including but not limited to, remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports and any and all other data and reports that are deemed necessary by the SFSD for the Agent to oversee, fully analyze and reconcile monthly traffic activity, historical traffic activity and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone and ancillary service issues relating to the locations owned, operated and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

Customer:	Agent:
<i>Vicki L. Hennessy</i>	<i>Frank M. Au</i>
Signature	Signature
Sheriff	CEO
Date	Date
21 March 2016	14 MAR 2016
Title	Title
Rm. 456, City Hall, San Francisco, CA 94102	330 Marshall St., Ste. 800, Shreveport, LA 71101
Address	Address
(415) 554-7225	(318) 424-8125
Telephone #	Telephone #

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

**First Amendment
Contract ID 100003648**

THIS AMENDMENT (this “Amendment”) is made as of **October 01, 2020**, in San Francisco, California, by and between **PRAESES, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, add monitoring services for new technology to the scope of service and to increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC 38855-19/20 on June 05, 2020;

WHEREAS, the City’s Office of Contract Administration approved a final 12-month extension to the Agreement under Administrative Code 21.5 (b), No Substitute/Only One Source, by OCAWVR0003572 on August 08, 2020;

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

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated April 01, 2015 between Contractor and City.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2. **Term** of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **April 1, 2016 to March 31, 2020**. The maximum Agreement period shall not be more than five (5) years.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **April 1, 2016 to September 30, 2021**.

2b. Section 5. Section 5. **Compensation** of the Agreement currently reads as follows:

5. Compensation. As set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. Contractor, on behalf of the Sheriff's Department, under the "Letter of Agency", will serve as the Sheriff's Department's single point of receipt for the Sheriff's Department's commissions paid by various Inmate Telephone Service Providers (ITSP), and will consolidate such commission payments into a payment format mutually agreed upon by both Contractor and the San Francisco Sheriff's Department. The amount of such monthly commission payment to the Sheriff's Department shall be the commission payments collected by Contractor less Contractor's management fee (as described in Appendix B, "Calculation of Charges"). Such commission payment shall be made consistent with the remittance of the monthly narrative and summary reports per Appendix A. 2 – Reports. Compensation shall be deducted monthly by Contractor at the time of the delivery of monthly reports. Contractor shall submit reports and remittances, to recipients as directed by the Sheriff's Department, no later than the 15th day of each succeeding month for all monies received in the previous calendar month. In no event shall the amount of the Contractor's management fee for this Agreement exceed \$400,000. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

5. Compensation. As set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding

month. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Sheriff, in his or her sole discretion, concludes has been satisfactorily performed. Contractor shall submit reports and invoice, to recipients as directed by the Sheriff's Department, no later than the 15th day of each succeeding traffic month. The Management Fees associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall the amount of the Contractor's management fee for this Agreement exceed Eighty-Nine Thousand Five Hundred Eight Dollars (\$89,508) annually. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

2c. Appendix A. Appendix A is hereby replaced in its entirety by **Appendix A-1**, attached to this Amendment and fully incorporated within the Agreement.

2d. Appendix B, A. Appendix B, A. **Management Fees** of the Agreement currently reads as follows:

A. Management Fees

The Contractor's fee for services it renders to SFSD will be assessed at each and all of the following:

1. A rate of 9.98% applied to all monies received from the ITS provider(s).

The above fee will pay for the management services identified in this Agreement. This will be the only compensation Contractor receives for servicing the SFSD's account. The Contractor shall not receive any additional fees from any ITS provider(s), which are paid based on the revenue generated on the inmate telephones covered by this Agreement. The management fee described above will be deducted monthly by the Contractor at the time of the delivery of monthly reports referenced in Appendix A. 2 – Reports of this Agreement. The monies, less Contractor's management fee, will be remitted to SFSD on or before the 15th day of each month.

Contractor reserves the right to adjust its management fee on an annual basis by the lesser of the Consumer Price Index for all Urban Customers 9as published from time to time by the U.S. Department of Labor-Bureau of Labor Statistics) or 3.57%.

Such section is hereby amended in its entirety to read as follows:

A. Management Fees

The Contractor's fee for services it renders to SFSD will be assessed at each and all of the following:

1. A flat monthly fee of \$7,459.

The above fee will pay for the management services identified in this Agreement. This will be the only compensation Contractor receives for servicing the City's account. The Contractor shall not receive any additional fees from any providers(s), which are paid based on the revenue or cost generated on the incarcerated person communications covered by this Agreement. The management fee described above will be invoiced monthly by the Contractor at the time of the delivery of monthly reports referenced in Appendix A.3 – Reports of this Agreement. The invoice will be remitted to City on or near the 15th day of each month.

2e. Appendix C. Appendix C. Letter of Agency is hereby replaced in its entirety by **Appendix C-1**, attached to this Amendment and fully incorporated within the Agreement:

2f. Distribution of Beverages and Water . Section 58 is hereby replaced in its entirety to read as follows:

58. Distribution of Beverages and Water.

58 a. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

58 b. Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2g. Limitations on Contributions. Section 42 is hereby replaced in its entirety as follows:

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

2h. Withholding. Section 10 is hereby added to “Taxes” to read as follows:

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

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

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

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Praeses LLC

DocuSigned by:

0F327EDD31D9436...

DocuSigned by:

7EFACD1F0BCE418...

Paul Miyamoto
Sheriff
San Francisco Sheriff's Office

Adam T. Rosen
President & CEO
330 Marshall Street, Suite 800
Shreveport, LA 71101

City vendor number: 0000012952

Approved as to Form:

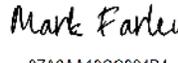
Dennis J. Herrera
City Attorney

By: DocuSigned by:

C55BEA64595E442...

Jana Clark
Deputy City Attorney

Approved:

DocuSigned by:

37A0AA10CC884B4...

Alaric Degrafinried
Director of the Office of Contract
Administration, and Purchaser

Appendix A - 1 Scope of Services

1. Description of Services

Contractor agrees to perform the following Services:

A. Scope

The Contractor shall provide each of the following deliverables in writing to the City for review and approval to achieve the project objectives.

1) Incarcerated Person Communication Services – Day-to-Day Issues

Contractor will examine and monitor Incarcerated Person Communication Services (“IPCS”) at the San Francisco Sheriff’s Office (“SFSO”) owned and /or operated “Locations” including without limitation, all male, and female correctional facilities and any other physical locations where incarcerated, detainees and /or other persons in the custody of SFSO may be held where access to incarcerated person communication system is supplied, to assess the accuracy of SFSO’s records and to provide a basis for evaluating service quality to meet the requirements of the SFSO under existing contracts with vendors. Elements of this monitoring service will include, but are not limited to, the following: the number of inmate telephones at each SFSO Location, location of incarcerated communication devices at each SFSO Location, types of equipment, technology, and manufacturer, monthly IPCS usage from each incarcerated person communication device for each Location. Contractor will conduct the examination from information provided to Contractor by existing Incarcerated Person Communication Service Provider(s) pursuant to a “Letter of Agency” which SFSO will provide to the Contractor. These results will be reconciled against SFSO’s records and findings from inspections of selected Locations. Contractor will work with the SFSO’s contracted IPCS provider to ensure that all contractually required updates to hardware and software are completed within 30 days of release. Contractor will continuously monitor and validate IPCS hardware and software against industry standards to ensure that the SFSO is receiving the best performance from the system and the best support from the contracted IPCS provider(s). Contractor will provide, in writing to the assigned SFSO Custody Unit Command staff, a summary of their findings and proposed resolution to include, but are not limited to, the following:

- a. Incarcerated person requests/issues;
- b. Repair/service issues;
- c. Coordination of site-based technicians;
- d. System upgrades/maintenance;
- e. Investigative reports;
- f. Blocked numbers and/or transactions;
- g. Coordination of new installation equipment and features;
- h. Maintenance of inventory (devices, equipment);
- i. Device removals and relocations;
- j. Opportunities for improvement in technology and service;
- k. Incarcerated person communications vendor issues; and
- l. Incarcerated person communications vendor reporting issues.

SFSO Custody Unit Command staff will review the report and provide their approval for the Contractor to move forward on the proposed resolution. If needed, Contractor will meet with SFSO Custody Unit Command staff to detail proposed resolution.

2) Vendor Compliance Services – Communications

Contractor will evaluate the provisioning of incarcerated communication technology to SFSO and recommend incarcerated communication equipment, technology, enclosure types, modifications to the physical surroundings of the incarcerated communication devices, and recommend installation standards as well as the most efficient approach to implement system and equipment. Contractor's compliance services will include collaborating with the SFSO and contracted vendor(s) in the evaluation, documentation, and recommendation of the following:

- a. Facilitate optimal services to meet and/or exceed the industry standards for incarcerated person communications from the contracted vendor(s);
- b. Validate that such vendor is contractually compliant with its service offerings in response to a SFSO solicitation related to incarcerated communication services and technology;
- c. Work with the selected vendor(s) to facilitate timely responses to open service requests, such as submitting work order request and initiating help desk request on behalf of SFSO;
- d. Coordinate with City and vendor(s) regarding the scope of work for all incarcerated person communications;
- e. Assist City with reviewing, summarizing, and evaluating proposals received for incarcerated person communications;
- f. Assist City with negotiation of any vendor(s) contract for incarcerated person communications;
- g. Maintain an accurate inventory of vendor(s) equipment related to incarcerated person communications;
- h. Develop notification/communication to the incarcerated persons and general public regarding all incarcerated person communications;
- i. Reconcile all reporting data associated with all incarcerated person communications;
- j. Provide customized monthly reporting to City related to incarcerated person communications as referenced in Section 3. Reports; and,
- k. Validate accurate invoices and distributions related to all incarcerated person communications.

3) Consulting and Market Intelligence

Contractor will conduct in-depth requirements gathering and site surveys to understand the City's unique needs and requirements affecting its incarcerated person communications environments. Contractor will consult with the City to:

- a. Advise the City of new technologies, regulations and industry trends;

- b. Consult through any Request for Proposal (RFP) process or contract renewal process which will include, at the City's sole option, RFP creation, vendor RFP response summaries, contract negotiations and vendor equipment transitions;
- c. Contractor's RFP services will include incarcerated person communications; and,
- d. Any resulting contract will be between City and awarded vendor.

4) Reconciliation Services

Contractor will provide the following reconciliation services based on the specific area of contracted services:

- a. Evaluate calling and video visitation rates & fees to ensure communications are free to incarcerated persons and their friends or family. Reconcile lease-per-device costs by determining actual inventory per month versus device costs submitted by incarcerated person communications vendor;
- b. Work at the discretion of the City to collect or remit any unpaid monies and resolve overbillings;
- c. Utilize proprietary software methods to detect errors and identify trends in traffic and anomalies in usage.

5) City Responsibilities:

City agrees to be responsible for the following:

- a. The City shall execute a Letter of Agency ("LOA"), attached as Appendix C, designating Contractor as its authorized Agent with respect to all matters regarding the provisioning of incarcerated person communications described herein.
- b. The City shall provide Contractor, to the extent possible, with City records to assist Contractor in providing the Scope of Services. Such information will include, but not be limited to, the following items:
 - i. Average Daily Population and number of beds at each of the City's Facilities;
 - ii. Copies of current vendor contracts and any amendments;
 - iii. Number of incarcerated person communication service devices (as applicable) at each of the City's Facilities;
 - iv. Any other information pertinent to Contractor's management of the incarcerated person communications environment.
- c. The City shall provide Contractor reasonable access to City Facilities during normal business hours for the following purposes:
 - i. Inspecting, evaluating and monitoring the incarcerated person communications service quality.

The City shall also provide authorization for remote access (approved user level) from vendor(s) for all installed incarcerated person communication services

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

2. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

3. Reports. Contractor shall submit all monthly reports to the Sheriff's Office on or near the 15th day of each month. The timely submission of all reports is a necessary and material term and condition of this Agreement. If required, hard-copy reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. The monthly reports shall include:

- a. Reconciliation Summary including:
 - i. Call Type Percentage Summary and Breakdown
 - ii. Call Completion Breakdown
- b. Monthly Incarcerated Person Telephone Report
- c. Multi-Facility Summary Report
- d. Monthly Video Visitation Utilization Report

Any changes to the above listed monthly reports including, but not limited to, providing new reports or changing report formats shall be mutually agreed upon by both parties.

4. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the San Francisco Sheriff's Office will be the Custody Division Unit Chief or his/her designee. The current Custody Division designee is Sargent Rochelle Mankin-Rice. All reports, emails, concerns will be sent to the following email address: Rochelle.Mankin-Rice@sfgov.org.

**Appendix C - 1
Letter of Agency**

City and County of San Francisco



Paul Miyamoto

OFFICE OF THE SHERIFF

SHERIFF

(415) 554-7225

TO: Incarcerated Person Communications Providers and Billing Companies
Commissary Providers
Jail Management System Providers

The undersigned appoints Praeses, LLC, as agent (hereinafter the "Agent") to obtain all information and manage all aspects of the incarcerated person communications service and related services/products you provide to the undersigned SFSD, including but not limited to, remote access, receiving invoices, reports, traffic detail reports, raw call detail records, raw transaction detail records, and any and all other data and reports that are deemed necessary by the City for the Agent to review, oversee, fully analyze and reconcile monthly traffic activity and contract terms regarding incarcerated person communications service and related services/products, as well as coordinate any modifications (including system interfaces) to the incarcerated person communications environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any incarcerated person communications service issues relating to the locations owned, operated and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or incarcerated person communications service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or incarcerated person communications service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

DocuSigned by:


Signature _____ Date _____
Sheriff

Title
Rm. 456, City Hall, San Francisco, CA
94102

Address
(415) 554-7225

Telephone #

DocuSigned by:


Signature _____ Date _____
President & CEO

Title
330 Marshall St., Ste. 800, Shreveport, LA
71101

Address
(318) 424-8125

Telephone #

**City and County of San Francisco
Civil Service Commission**

**Agenda for Regular Meeting
August 3, 2015
2:00 p.m.**

ITEM NO.

(1) CALL TO ORDER AND ROLL CALL

President Douglas S. Chan
Vice President Gina M. Roccanova
Commissioner Kate Favetti
Commissioner Scott R. Heldfond

(2) REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA

(3) APPROVAL OF MINUTES - Action Item

Regular Meeting of July 20, 2015

Recommendation: Adopt the minutes.

(4) ANNOUNCEMENTS

Announcement of changes to the agenda.

Other announcements.

(5) HUMAN RESOURCES DIRECTOR'S REPORT

(6) EXECUTIVE OFFICER'S REPORT

RATIFICATION AGENDA

All matters on the Ratification Agenda are considered by the Civil Service Commission to be non-contested and will be acted upon by a single vote of the Commission. There will be no separate discussion on these items unless a request is made; in which event, the matter shall be removed from the Ratification Agenda and considered as a separate item. Each individual addressing the Commission will be limited to a maximum time limit of five minutes for all items severed from the Ratification Agenda.

**(7) Review of Request for Approval of Proposed Personal Services Contracts.
(File No. 0256-15-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
45288-14/15	Public Utilities Commission	\$300,000	The SFPUC proposes to implement a capture and removal program to control feral pig populations on SFPUC watersheds in Alameda, Santa Clara, and San Mateo Counties and thus reduce the associated resource damage and threats to source water quality. Work would include: evaluating existing conditions and document areas of high, moderate and limited swine populations and use within the designated lands; completing an initial assessment and identify the use areas on SFPUC-provided maps; developing a written time schedule for addressing each area; installing, pre-baiting, baiting, setting, cleaning and moving traps of suitable material, size and quality; indicating trap locations on SFPUC-provided maps and updating maps; maintaining records for each animal captured on SFPUC-supplied forms; complying with all terms of the MOU issued by the California Department of Fish and Wildlife (CDFW); and preparing an annual report for submission to the CDFW and the SFPUC. These lands include five water supply reservoirs, specifically San Antonio and Calaveras in the East Bay and Crystal Springs, San Andreas and Pilarcitos.	Regular	6/28/2020
44397-14/15	Public Utilities Commission	\$2,000,000	The proposed scope of work includes the design, testing and integration of an Advanced Metering Infrastructure (AMI) System that will be used for the wireless collection of electric meter data, accurate billing, energy efficiency and customer engagement programs for the San Francisco Public Utilities Commission (SFPUC). The services to be provided include: testing and integration of vendor provided hardware and software with existing SFPUC systems; installation of electric meters to test the hardware and software; and meter data management services will be needed for the Phase 1 of the contract.	Regular	10/1/2018
41540-14/15	Public Utilities Commission	\$2,500,000	The O’Shaughnessy Dam Outlet Works Rehabilitation Project is organized into a series of individual tasks. The Consultant selected to perform the work under this contract will provide detailed design services of the following 3 tasks: TASK #1 - ACCESS & DRAINAGE IMPROVEMENTS The Access & Drainage Improvements task includes items that are related to improving safety, access, and drainage inside of O’Shaughnessy Dam. TASK #2 - DRUM GATE REHABILITATION The Drum Gate Rehabilitation task includes items that are related to the drum gates and spillway. TASK #3 - REHABILITATION OF BULKHEADS & SLIDE GATES AND INSTALLATION OF NEW DIVERSION PIPE BUTTERFLY VALVE The Rehabilitation of Bulkheads & Slide Gates and Installation of New Diversion Pipe Butterfly Valve task includes items that are related to the existing bulkhead system (shutters), existing slide gates, and a new butterfly valve on the existing diversion pipe.	Regular	11/30/2019

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
42834-14/15	General Services Agency	\$4,000,000	Provide specialized Inspector of Record (IOR) services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) – a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD. The role of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties. We intend to award two contracts at \$2,000,000 each.	Regular	11/30/2020
4023-12/13	City Planning	Current Approved Amount \$2,200,000 Increase Amount Requested \$3,000,000 New Total Amount Requested \$5,200,000	In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications (“RFQ”) process to use on an as-needed basis. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions. Inclusion in the pre-qualified are as follows: 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource & archeology review which must be reviewed & finalized by Department staff, or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.	Modification	03/31/2017
41209-13/14	Sheriff	Current Approved Amount \$98,490 Increase Amount Requested \$301,510 New Total Amount Requested \$400,000	Create technical requirements for inmate phone system Request for Proposal. Reconcile phone records to validate charges to inmates, revenue calculations, and commission paid to department. Monitor and resolve service calls and inmate grievances.	Modification	7/31/2020

Recommendation: Adopt the report. Approve the request for proposed Personal Services Contracts; Notify the Office of the Controller and the Office of Contract Administration.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: TREASURER/TAX COLLECTOR -- TTX

Dept. Code: TTX

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

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

Type of Service: Professional Services-Branding

Funding Source: General & Grant Funding

PSC Duration: 3 years

PSC Amount: \$1,000,000

1. Description of Work

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

Branding analysis, design, and collateral and video production services, including:

- Analyzing current collateral and creating brand communications design, brand strategy, and brand storytelling.
- Visual design including logo and brand development, campaign look & feel, illustrations, and animations.
- Developing creative communications and messaging, measurable cross-media campaigns with relevant calls-to-actions.
- Providing design services, graphic and production design for print and digital assets and brand collateral including infographics
- Creating digital experience design: campaign microsites, branded surveys, social media storytelling.
- Human-centered design including strategy development, research and development, prototyping, including recommending and deploying content strategies that target specific audience segments with measurable outcomes.
- Creating highly shareable compelling videos, including creating overall concept and script development, which may: provide overviews of programs and their accomplishments; highlight the experiences of people who have benefited certain programs; or explain how to take specific actions to utilize a program,
- Using insights from behavioral sciences to develop and improve applications, promotional materials, and enrollment processes to ensure they are accessible, easy to navigate, and reduce the administrative burden for individual applicants and departments. Examples of such processes include applications, enrollment processes, and promotional materials for low-income payment plans, and community service plans for low-income people, and application processes for various discounts provided by departments.
- Providing proficient multi-lingual collateral and videos, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino.

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

These services are specialized, would be intermittent and utilized on an as-needed basis. These services are necessary because: a. Some services require short-term specialized expertise currently not held by TTX staff - nor would they be held by just one staff member generally - but there is not enough work volume to create new positions. These areas of expertise include branding analysis, video production, human-centered design, and using behavioral sciences to improved applications and enrollment processes. b. State and philanthropic funding for TTX programs can increase exponentially from year-to-year and these services allow flexibility in the departments ability to promote those program expansions. c. TTX staff does similar work, but sporadic increases in work volume create too much work for current staff, but not enough to create a new position. Consequences of denial include inability for TTX to fully communicate legal and programmatic updates to the key stakeholders, such as the taxpayers of San Francisco and people who could benefit from TTX programs and reforms from our Office of Financial Empowerment and Financial Justice Project.

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

Yes, under PSC 39236-19/20.

D. Will the contract(s) be renewed?

Yes, if necessary.

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:

These services are specialized, would be intermittent and utilized on an as-needed basis. These services are necessary because: a. Some services require short-term specialized expertise currently not held by TTX staff - nor would they be held by just one staff member generally - but there is not enough work volume to create new positions. These areas of expertise include branding analysis, video production, human-centered design, and using behavioral sciences to improved applications and enrollment processes. b. State and philanthropic funding for TTX programs can increase exponentially from year-to-year and these services allow flexibility in promoting those program expansions. c. TTX staff does similar work, but sporadic increases in work volume create too much work for current staff, but not enough to create a new position.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Requires branding analysis design, and collateral and video production expertise. Also requires specific expertise in behavioral sciences and human-centered design.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst;

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 Office utilizes current TTX staff to conduct as much of this work as possible, but additional expertise and services are needed for peaks in workload and specialized projects.

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

A. Explain why civil service classes are not applicable.

These services are specialized, would be intermittent, short-term and utilized on an as-needed basis.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the work is intermittent, short-term and requires specialized expertise currently not held by TTX staff - nor would they be held by just one staff member generally - but there is not enough work volume to create new positions.

6. Additional Information

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

No.

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

No. Employees will not receive training but will continue to utilize the collateral, videos, and strategies that are created after the work has been completed.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 05/20/2021, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21

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

Name: Kimmie Wu Phone: 415-554-4513 Email: Kimmie.wu@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 140 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41997 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of Kimmie.wu@sfgov.org
Sent: Thursday, May 20, 2021 2:32 PM
To: Wu, Kimmie (TTX); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Wu, Kimmie (TTX); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41997 - 20/21

RECEIPT for Union Notification for PSC 41997 - 20/21 more than \$100k

The TREASURER/TAX COLLECTOR -- TTX has submitted a request for a Personal Services Contract (PSC) 41997 - 20/21 for \$1,000,000 for Initial Request services for the period 08/01/2021 – 07/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16505> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

City and County of San Francisco

**Request for Proposals for
Communication Services**

RFP #TTX Communication-2021



Date issued:
Proposal due:

March 19, 2021
April 23, 2021 5 p.m. PST

Request for Proposals for The Financial Justice Project Communications Services

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Appendices:

- A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.

- B. Agreement for Professional Services (form P-600) separate document

Request for Proposals for Communications Services

1. Introduction and Schedule

A. About the Office of the Treasurer & Tax Collector

The City and County of San Francisco's [Office of Treasurer and Tax Collector](#) (TTX) works to maximize revenue by building and executing high quality collections and compliance systems that balance equity, security and ease of use. We strive to provide high quality customer service through diverse channels that support all San Franciscans. Additionally, the Office of the Treasurer and Tax Collector also oversees two initiatives: The Office of Financial Empowerment and the Financial Justice Project.

The [Office of Financial Empowerment](#) (OFE) is a unique private-public partnership housed within the Office of the Treasurer & Tax Collector of San Francisco that convenes, innovates and advocates to strengthen the economic security and mobility of all San Franciscans. For more than a decade, under the leadership of Treasurer José Cisneros, the OFE has engaged partners inside and outside City Hall to equip San Franciscans with knowledge, skills and resources to strengthen their financial health and well-being.

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B. Introduction

The Office of the Treasurer & Tax Collector (TTX) is requesting proposals from vendors to enhance the overall communications capacity of the office. TTX seeks proposals from firms in the following two (2) Service Areas.

Service Area #1: Communications campaign management

Service Area #2: Branding, design, collateral and video Production.

Applicants may respond to one or both service areas through one application package.

Please note: applications DO NOT need to respond to ALL service areas. Some applicants may respond to one service area. Some may respond to both service areas. Please identify clearly in the cover letter which Service Area(s) you are applying for consideration.

The City intends to award one contract per service area. For each contract resulting from this RFP, the anticipated original terms shall be 3 years. In addition, the City shall have options to extend the terms up to 10 years, which the City may exercise in its sole, absolute discretion.

For each contract resulting from this RFP, the contract total compensation for the original period is expected to not exceed \$1,000,000.00. Should the contract be extended, the annual compensation may increase at a rate similar to the per year costs of the original term. Proposers may submit proposals with greater or lesser value, and cost and reasonableness of rates will be considered as part of the evaluation.

C. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
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Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

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This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

II. Scope of Work

TTX seeks proposals from firms in the following two (2) Service Areas to increase the office's overall communications capacity. Firms will work with TTX staff to reach target audiences, which may include:

- San Francisco businesses, with an emphasis on small businesses, to inform them of changes and updates to the City's business taxes and fees.
 - Low income residents and people experiencing poverty to inform and assist them in accessing financial resources and fine and fee discounts.
 - San Francisco Unified School District students and families to inform and encourage them to utilize college savings opportunities and other related resources.
-
- Service Area #1: Communications campaign management
 - Service Area #2: Branding, design, collateral and video production

Applicants may apply to be considered for one or more service area(s), depending on their interest and qualifications. Please note: applicants do not need to respond to both service areas, and may apply for one or more.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary over the term of the contract. The following are work tasks assumed necessary to aid the Office of the Treasurer and Tax Collector to expand our scope and capacity.

Service Area #1: Communications campaign management

TTX seeks to conduct targeted communications and outreach campaigns. The goals and target audiences of these campaigns will vary. For example, TTX has worked to:

- Inform San Francisco business owners and residents of tax and fee updates related to newly passed voter initiatives.
- Inform San Francisco residents, property owners and business owners of tax and fee changes related to the COVID-19 pandemic.
- Reach low-income San Franciscans to inform them about various [fine and fee discounts](#) for which they may be eligible;
- Encourage state government leaders in Sacramento to adopt reforms that will benefit low-income San Franciscans.

As directed by TTX by task order, the consultant shall provide communications campaign management services. The consultant shall plan, develop, and implement targeted outreach and awareness campaigns; design campaign-specific creative and messaging plans; purchase and

execute traditional, non-traditional, and online media; track ongoing campaign progress, provide recommendations and report findings. These activities MAY include:

- Identifying and refining target audiences, key goals, and calls to action.
- Creating compelling, creative, and culturally appropriate promotional content for all media types (including but not limited to traditional, non-traditional, online and mobile).
- Providing proficient multi-lingual outreach, including but not limited to culturally sensitive strategy and execution, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino.
- Coordinating, placing and purchasing off-line media in traditional and nontraditional media vehicles including ethnic/in-language channels. Offline media vehicles include but not limited to print, radio, and spot TV.
- Coordinating, purchasing online media including but not limited to search engine marketing, Ad words, display advertising (both standard and rich media), social media marketing, cross platform ads (mobile device ads, tablet ads, portable display ads, etc.), email marketing, and in-language media.
- Public relations support to generate positive media. This can include producing and distributing press releases, organizing events, crisis communication, internal communications and organizing press conferences, including securing locations, drafting speaker talking points and providing logistical support.
- Tracking all appropriate metrics including but not limited to impressions, reach & frequency, awareness and return on investment.
- Incorporate feedback from TTX as needed.
- Ensuring on-going evaluation/analysis of tracked metrics and impacts in order to provide TTX with real-time feedback and recommendations to maximize media efficiency.

Service Area #2: Branding, design, collateral and video production

TTX seeks branding, design and collateral updates for certain programs. The goals and audiences of these programs will vary. For example, TTX and Office of Financial Empowerment and the Financial Justice Project have worked to:

- Raise awareness of the Kindergarten to College program and related incentives with San Francisco Unified School District parents and students.
- Better reach low-income San Franciscans to inform them about financial resources.
- Make application and enrollment processes for fine and fee discounts more accessible and easier to navigate.

As directed by TTX via task order, the consultant shall provide branding analysis design, and collateral and video production services. This MAY include:

- Analyzing current collateral and creating brand communications design, brand strategy, and brand storytelling.

RFP for Communications Services

- Visual design including logo and brand development, campaign look & feel, illustrations, and animations.
- Developing creative communications and messaging, measurable cross-media campaigns with relevant calls-to-actions.
- Providing design services, graphic and production design for print and digital assets and brand collateral including infographics
- Creating digital experience design: campaign microsites, branded surveys, social media storytelling.
- Human-centered design including strategy development, research and development, prototyping, including recommending and deploying content strategies that target specific audience segments with measurable outcomes.
- Creating highly shareable compelling videos, including creating overall concept and script development, which may: provide overviews of programs and their accomplishments; highlight the experiences of people who have benefited certain programs; or explain how to take specific actions to utilize a program,
- Using insights from behavioral sciences to develop and improve applications, promotional materials, and enrollment processes to ensure they are accessible, easy to navigate, and reduce the administrative burden for individual applicants and departments. Examples of such processes include applications, enrollment processes, and promotional materials for low-income payment plans, and community service plans for low-income people, and application processes for various discounts provided by departments.
- Providing proficient multi-lingual collateral and videos, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: TREASURER/TAX COLLECTOR -- TTXDept. Code: TTXType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Professional Services-BrandingFunding Source: General FundPSC Duration: 2 years 1 dayPSC Amount: \$100,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Provide branding analysis design and collateral production services, which includes:

- Creating a strategy to better integrate and unify TTX messaging and design across all channels (print, digital, social media, etc.) may include design of style guidelines, logos, collateral, and other support materials.
- Analyzing current digital, and/or paper collateral and making recommendations for additional pieces to effectively market services to the public, other City departments, and community stakeholders.
- Developing a content strategy and developing print and web materials that are user/customer focused. Provide TTX with manual of best practices for creating user/customer-centered content.
- Design and print collateral in traditional and non-traditional formats,
- Design and produce data visualization and infographics to highlight the work of TTX.

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

These services would be short-term, intermittent and utilized on an as-needed basis. These services are necessary because: a) TTX staff has been doing similar work, but sporadic increases in work volume create too much work for current staff, but not enough to create a new position. b) Some services require short-term expertise currently not held by TTX staff, such as branding and graphic design, but there is not enough work volume to create a new position. Consequences of denial include inability for TTX to fully communicate legal and programmatic updates to the key stakeholders, such as the taxpayers of San Francisco and users of TTX programs such as Kindergarten to College.

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

These services have not been provided in the past.

D. Will the contract(s) be renewed?

If necessary.

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

2. Reason(s) for the Request

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

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

- B. Explain the qualifying circumstances:

These services would be short-term, intermittent and utilized on an as-needed basis. These services are necessary because: a. TTX staff has been doing similar work, but sporadic increases in work volume create too much work for current staff, but not enough to create a new position. b. Some services require short-term expertise currently not held by TTX staff, such as branding and graphic design, but there is not enough work volume to create a new position.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Requires branding, marketing and graphic design expertise.

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

- 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?

TTX utilizes current staff to conduct some of this work.

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

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

Services are short-term and non-repetitive.

- 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 is short-term intermittent work.

6. Additional Information

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

No.

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

No. No training is required as this is a short term, one-time project for branding, marketing and collateral.

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

No.

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

7. Union Notification: On 12/10/2019, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

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

Name: Kimmie Wu Phone: 415-554-4513 Email: Kimmie.wu@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 140 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 39236 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/30/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: TREASURER/TAX COLLECTOR -- TTX

Dept. Code: TTX

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

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

Type of Service: Professional Services-Communication Campaign Management

Funding Source: General & Grant Funding

PSC Duration: 3 years

PSC Amount: \$1,000,000

1. Description of Work

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

Provide communications campaign management services, which includes:

- Identifying and refining target audiences, key goals, and calls to action.
- Creating compelling, creative, and culturally appropriate promotional content for all media types (including but not limited to traditional, non-traditional, online and mobile).
- Providing proficiency in multi-lingual outreach, including but not limited to culturally
- sensitive strategy and execution, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino.
- Coordinating, placing and purchasing off-line media in traditional and nontraditional
- media vehicles including ethnic/in-language channels. Offline media vehicles include but not limited to print, radio, and spot TV.
- Coordinating, purchasing online media including but not limited to search engine marketing, Ad words, display advertising (both standard and rich media), social media marketing, cross platform ads (mobile device ads, tablet ads, portable display ads, etc.), email marketing, and in-language media.
- Tracking all appropriate metrics including but not limited to impressions, reach & frequency, awareness and return on investment.
- Incorporate feedback from TTX as needed.
- Ensuring on-going evaluation/analysis of tracked metrics and impacts in order to provide
- TTX with real-time feedback and recommendations to maximize media efficiency.

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

These services are necessary because: a. Some services require short-term specialized expertise currently not held by TTX staff - nor would they be held by just one staff member generally - but there is not enough work volume to create new positions. These areas of expertise include communications campaign management including identifying and refining target audiences, coordinating, placing, and purchasing off-line media and online media, and tracking appropriate metrics related media purchases. b. State and philanthropic funding for TTX programs can increase exponentially from year-to-year and these services allow flexibility in promoting those program expansions. c. TTX staff does similar work, but sporadic increases in work volume create too much work for current staff, but not enough to create a new position. One example of a sporadic increase in work would be passage of a new business tax type by San Francisco voters. Consequences of denial include inability for TTX to fully communicate legal and programmatic updates key stakeholders, such as the taxpayers of San Francisco and people who could benefit from TTX programs and reforms through our Office of Financial Empowerment and Financial Justice Project.

- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
N/A
- D. Will the contract(s) be renewed?
Yes, if necessary
- 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:

These services would be short-term, intermittent, and utilized on an as-needed basis. These services are necessary because: a. Some services require short-term specialized expertise currently not held by TTX staff - nor would they be held by just one staff member generally - but there is not enough work volume to create new positions. These areas of expertise include communications campaign management including identifying and refining target audiences, coordinating, placing and purchasing off-line media and online media, and tracking appropriate metrics related media purchases. b. State and philanthropic funding for TTX programs can increase exponentially from year-to-year and these services allow flexibility in promoting those program expansions. c. TTX staff does similar work, but sporadic increases in work volume create too much work for current staff, but not enough to create a new position. One example of a sporadic increase in work would be passage of a new business tax by San Francisco voters.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Requires communications campaign management expertise including identifying and refining target audiences, coordinating, placing and purchasing off-line and online media, and tracking appropriate metrics related media purchases.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst;
- 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 Office utilizes current TTX staff to conduct as much of this work as possible.

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

- A. Explain why civil service classes are not applicable.
These services are specialized, would be intermittent, short-term and utilized on an as-needed basis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the work is intermittent, short-term and requires specialized expertise currently not held by TTX staff - nor would they be held by just one staff member generally - but there is not enough work volume to create new positions.

6. Additional Information

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

No. No training is required as these are short-term projects for communications campaign management, coordinating, placing, and purchasing off-line and online media, and tracking appropriate metrics related media purchases.

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.

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Name: Kimmie Wu Phone: 415-554-4513 Email: Kimmie.wu@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 140 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46457 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of Kimmie.wu@sfgov.org
Sent: Thursday, May 20, 2021 4:32 PM
To: Wu, Kimmie (TTX); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Wu, Kimmie (TTX); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46457 - 20/21

RECEIPT for Union Notification for PSC 46457 - 20/21 more than \$100k

The TREASURER/TAX COLLECTOR -- TTX has submitted a request for a Personal Services Contract (PSC) 46457 - 20/21 for \$1,000,000 for Initial Request services for the period 08/01/2021 – 07/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16507> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

City and County of San Francisco

**Request for Proposals for
Communication Services**

RFP #TTX Communication-2021



Date issued:
Proposal due:

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Service Area #2: Branding, design, collateral and video Production.

Applicants may respond to one or both service areas through one application package.

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The City intends to award one contract per service area. For each contract resulting from this RFP, the anticipated original terms shall be 3 years. In addition, the City shall have options to extend the terms up to 10 years, which the City may exercise in its sole, absolute discretion.

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The anticipated schedule for selecting a consultant is:

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1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

2. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

II. Scope of Work

TTX seeks proposals from firms in the following two (2) Service Areas to increase the office's overall communications capacity. Firms will work with TTX staff to reach target audiences, which may include:

- San Francisco businesses, with an emphasis on small businesses, to inform them of changes and updates to the City's business taxes and fees.
 - Low income residents and people experiencing poverty to inform and assist them in accessing financial resources and fine and fee discounts.
 - San Francisco Unified School District students and families to inform and encourage them to utilize college savings opportunities and other related resources.
-
- Service Area #1: Communications campaign management
 - Service Area #2: Branding, design, collateral and video production

Applicants may apply to be considered for one or more service area(s), depending on their interest and qualifications. Please note: applicants do not need to respond to both service areas, and may apply for one or more.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary over the term of the contract. The following are work tasks assumed necessary to aid the Office of the Treasurer and Tax Collector to expand our scope and capacity.

Service Area #1: Communications campaign management

TTX seeks to conduct targeted communications and outreach campaigns. The goals and target audiences of these campaigns will vary. For example, TTX has worked to:

- Inform San Francisco business owners and residents of tax and fee updates related to newly passed voter initiatives.
- Inform San Francisco residents, property owners and business owners of tax and fee changes related to the COVID-19 pandemic.
- Reach low-income San Franciscans to inform them about various [fine and fee discounts](#) for which they may be eligible;
- Encourage state government leaders in Sacramento to adopt reforms that will benefit low-income San Franciscans.

As directed by TTX by task order, the consultant shall provide communications campaign management services. The consultant shall plan, develop, and implement targeted outreach and awareness campaigns; design campaign-specific creative and messaging plans; purchase and

execute traditional, non-traditional, and online media; track ongoing campaign progress, provide recommendations and report findings. These activities MAY include:

- Identifying and refining target audiences, key goals, and calls to action.
- Creating compelling, creative, and culturally appropriate promotional content for all media types (including but not limited to traditional, non-traditional, online and mobile).
- Providing proficient multi-lingual outreach, including but not limited to culturally sensitive strategy and execution, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino.
- Coordinating, placing and purchasing off-line media in traditional and nontraditional media vehicles including ethnic/in-language channels. Offline media vehicles include but not limited to print, radio, and spot TV.
- Coordinating, purchasing online media including but not limited to search engine marketing, Ad words, display advertising (both standard and rich media), social media marketing, cross platform ads (mobile device ads, tablet ads, portable display ads, etc.), email marketing, and in-language media.
- Public relations support to generate positive media. This can include producing and distributing press releases, organizing events, crisis communication, internal communications and organizing press conferences, including securing locations, drafting speaker talking points and providing logistical support.
- Tracking all appropriate metrics including but not limited to impressions, reach & frequency, awareness and return on investment.
- Incorporate feedback from TTX as needed.
- Ensuring on-going evaluation/analysis of tracked metrics and impacts in order to provide TTX with real-time feedback and recommendations to maximize media efficiency.

Service Area #2: Branding, design, collateral and video production

TTX seeks branding, design and collateral updates for certain programs. The goals and audiences of these programs will vary. For example, TTX and Office of Financial Empowerment and the Financial Justice Project have worked to:

- Raise awareness of the Kindergarten to College program and related incentives with San Francisco Unified School District parents and students.
- Better reach low-income San Franciscans to inform them about financial resources.
- Make application and enrollment processes for fine and fee discounts more accessible and easier to navigate.

As directed by TTX via task order, the consultant shall provide branding analysis design, and collateral and video production services. This MAY include:

- Analyzing current collateral and creating brand communications design, brand strategy, and brand storytelling.

RFP for Communications Services

- Visual design including logo and brand development, campaign look & feel, illustrations, and animations.
- Developing creative communications and messaging, measurable cross-media campaigns with relevant calls-to-actions.
- Providing design services, graphic and production design for print and digital assets and brand collateral including infographics
- Creating digital experience design: campaign microsites, branded surveys, social media storytelling.
- Human-centered design including strategy development, research and development, prototyping, including recommending and deploying content strategies that target specific audience segments with measurable outcomes.
- Creating highly shareable compelling videos, including creating overall concept and script development, which may: provide overviews of programs and their accomplishments; highlight the experiences of people who have benefited certain programs; or explain how to take specific actions to utilize a program,
- Using insights from behavioral sciences to develop and improve applications, promotional materials, and enrollment processes to ensure they are accessible, easy to navigate, and reduce the administrative burden for individual applicants and departments. Examples of such processes include applications, enrollment processes, and promotional materials for low-income payment plans, and community service plans for low-income people, and application processes for various discounts provided by departments.
- Providing proficient multi-lingual collateral and videos, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino.

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: Provision of data security software licensing and services

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$5,000,000

1. Description of Work

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

Contractor will act as an Original Equipment Manufacturer (OEM) or authorized OEM partner to provide, and administer the Department's data security network licensing and services contract(s). These services provide the San Francisco Department of Public Health (SFDPH) Security Operations team with advanced threat prevention that safeguards SFDPH networks, cloud and mobile operations against all known attacks combined with the industry's most comprehensive and intuitive single point of control management system. SFDPH utilizes these professional services for enhanced incident response as well as endpoint security, data security and security management product.

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

These security services are critical to safeguarding SFDPH data. Consequences of denial would be a lack of defenses against data breach, including the inability of SFDPH staff to work remotely.

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 covered by PSC 46535-13/14.

D. Will the contract(s) be renewed?

Yes, if there is an ongoing 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):

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

B. Explain the qualifying circumstances:

These are proprietary software services that require a OEM partner to administer.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: These are proprietary software services that require a OEM partner to administer. Knowledge, certifications and or the ability to provide or distribute up-to-date network security products such as Checkpoint and other security products.

B. Which, if any, civil service class(es) normally perform(s) this work? 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 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 selected contractor will provide hardware components, proprietary software, and access to specialized resources to manage the platform.

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

These are proprietary software services that require a OEM partner to administer or the OEM themselves to provide and administer.

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

- A. Explain why civil service classes are not applicable.
These are proprietary software services that require a OEM partner or the OEM themselves to provide and administer.
- 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. These are proprietary software services that require a OEM partner or the OEM themselves to provide and administer.

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. Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; IS Administrators 1023, 1024; Project Managers series 5502, 5504, 5506, and 5508; IT operations Support series 1091, 1092, 1093, 1094, 1095; IS Project Director 1070.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 06/21/2021, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Arlene Lee Phone: 415-255-3492 Email: arlene.lee@sfdph.org

Address: 1380 Howard Street San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49953 - 20/21

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/16/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 49953 - 20/21

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

on behalf of

jacquie.hale@SFDPH.org <jacquie.hale@sfdph.org>

Mon 6/21/2021 3:03 PM

To: Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; eerbach@ifpte21.org <eerbach@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Rossi, Ron (DPH) <ron.rossi@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 49953 - 20/21 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49953 - 20/21 for \$5,000,000 for Initial Request services for the period 10/01/2021 – 09/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16551> 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 HEALTHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # 46535 - 13/14)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Data network, IT Application and Project Management Services for the Department of HealthFunding Source: General Fund/State/Federal/BondsPSC Original Approved Amount: \$15,000,000PSC Original Approved Duration: 06/01/14 - 12/31/18 (4 years 30 weeks)PSC Mod#1 Amount: \$9,000,000PSC Mod#1 Duration: 05/01/16-12/31/21 (3 years 1 day)PSC Mod#2 Amount: no amount addedPSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$24,000,000PSC Cumulative Duration Proposed: 7 years 30 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The new San Francisco General and Hospital Trauma Center will have a state of the art integrated data and utility network to provide secure access to patient clinical records, radiology systems, voice, video, patient tracking systems, patient experience systems and building monitoring systems. The entire network comprised of equipment and applications needs to be designed and installed in the new hospital through the purchase of new items or existing items transitioned from the current hospital then tested and inspected by the various regulators. This must occur by dates that the construction manager has set. The amount of this PSC is the Department's best estimate of the value of the professional services portion of the contracts, excluding license and maintenance fees.

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

An integrated technology project of this size requires expert level design review and installation services in order ensure proper compliance with building codes, integration of products to new systems as well as integration to the existing complex data network and applications that serve all Dept of Health locations. Performance optimization of the network and applications are a key factor in the ability to effectively combine data and voice and video access in an integrated environment. DPH does not have sufficient staff to install this complex and integrated system while at the same time the existing engineers are supporting the current production DPH network Please see attached document

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

Services have been provided in the past through earlier PSC request. See 46535 - 13/14

D. Will the contract(s) be renewed?

No. Please see attached document "add-info-46535-1314.pdf"

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

In addition to increasing the amount of the approval, the proposed modification to the existing approval will extend the duration of the approval by 36 months. The extension is needed because with the completion of the SFGH rebuild some applications which were installed as part of the build of the new hospital will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day to day operations. In addition, new applications which were identified during the rebuild process will also be implemented post hospital opening and the modification will also account for services that are required to maintain, enhance, and further integrate current applications and networks in the Department of Public Health.

2. Reason(s) for the Request

- A. Display all that apply

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

Explain the qualifying circumstances:

Outside support is necessary to support mission-critical systems that require increased resource allocation for short periods of time or to supplement staff. In addition, civil service classes are not applicable because these are proprietary products with services which contain technical components beyond the scope of expertise of in-house staff to develop within practical time and quality parameters.

- B. Reason for the request for modification:

This modification is to clarify types of specialized as-needed consulting services in support of the Electronic Health Record Project. Specifically consultants with expertise in clinical applications such as emergency medicine, surgical systems, pharmacy, and ambulatory applications, will be needed for short term projects and will assist the Department in to maintain, enhance, further integrate, during the transition, implementation, and optimization phases of current and new applications. Consultants may have specialized licenses (clinical and technical) in the field of expertise as well as experience in the particular software application that will need this specialized consulting.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expert level knowledge of Cisco Systems proprietary IOS code (IOS is the proprietary operating system for Cisco switches and routers), Cisco equipment and network design principles. Expert level design and implementation skills for data, video, voice grade wireless networking, all within an acute care medical environment. Knowledge of new CISCO and other state of the art equipment that has not been widely used by local DPH engineers...Please see attached document "add-info-46535-1314.pdf"
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 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; 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 installation requires the use of test equipment that will be used during installation and optimization of the data network. This equipment will be turned over to the City upon job completion as well as an instructional training session about the proper use of the equipment.

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

Not Applicable

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

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

Although the 1044 IS Principal Engineer as well as other IT series are applicable, The building construction contractor has deadlines for installation coordination and inspections that require the data network to be operational. This is not possible with the current staff levels and workloads in progress. This work would require existing staff to do nothing else in order to install and integrate the Please see attached document "add-info-46535-1314.pdf"

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It is not practical to adopt a new Civil Service class because the services are intermittent and as-needed and deal with proprietary products that are already developed and available for commercial use. Civil Service staff will work with the contractor ... Please see attached document "add-info-46535-1314.pdf"

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.

Employees in classes...see attached document "add-info-46535-1314.pdf"

- 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.

Ongoing PSC approval, contractors may have a current contract.

7. **Union Notification:** On 11/21/18, the Department notified the following employee organizations of this PSC/RFP request:

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

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

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

Address: 101 Grove St. Rm. 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46535 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/03/2018

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request: Initial Modification of an existing PSC (PSC # 4095 12/13)

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

Type of Service: Alert Notification

Funding Source: Homeland Security Grant Funds

PSC Original Approved Amount: \$1,092,648 PSC Original Approved Duration: 04/01/13 - 03/31/18 (5 years)

PSC Mod#1 Amount: \$546,324 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 04/01/18-06/30/20 (2 years 13 weeks)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/20-06/30/22 (2 years)

PSC Mod#4 Amount: \$600,000 PSC Mod#4 Duration: 07/01/22-06/30/25 (3 years 1 day)

PSC Cumulative Amount Proposed: \$2,238,972 PSC Cumulative Duration Proposed: 12 years 13 weeks

1. Description of Work

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

The CORES Responder Management System integrates the verification of responder credentials and the deployment of responders during an emergency. The CORES Alert Notification System facilitates mass notification and two-way communication to provide immediate delivery of customized alerts to any number of relevant recipients. The contract will include hours for training and support hours.

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

During an emergency, officials need to be able to provide the public with information quickly. The CORES platform supports communication delivery to, phone, email, text message, pagers, facsimile, radio and CAP XML compliant devices. A denial of this request would severely limit our department's ability to provide notification to the public during an emergency that may be potentially life saving.

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

Yes

D. Will the contract(s) be renewed?

Yes

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

This will allow Department to maintain continuation of services as it impacts the City's emergency management.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. Reason for the request for modification:

To increase the amount and extend the PSC end date to support the Alert Notification & Warning system contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Provide technical training on the use of the CORES system. Provide technical support for CORES Responder Management System (RMS) and Alert Notification System (ANS).

B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1044, IS Engineer-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor provides the hosting equipment and maintenance of Internet communications interfaces required for the use of the product.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing civil service classes exist, and would be used if not for the condition of the funding source limiting the use of personnel dollars.

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.
Training will be on the use of the CORES Alert Notification System. Employees of various classifications city-wide will have access to send alert notices through the CORES platform will have access to the 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.
No.

7. Union Notification: On 07/03/21, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

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

Address: 1011 Turk Street, San Francisco, CA, 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4095 12/13

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 08/16/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENTDept. Code: ECDType of Request: Initial Modification of an existing PSC (PSC # 4095 12/13)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Alert NotificationFunding Source: Homeland Security Grant FundsPSC Original Approved Amount: \$1,092,648PSC Original Approved Duration: 04/01/13 - 03/31/18 (5 years)PSC Mod#1 Amount: \$546,324PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: no amount addedPSC Mod#2 Duration: 04/01/18-06/30/20 (2 years 13 weeks)PSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 07/01/20-06/30/22 (2 years)PSC Cumulative Amount Proposed: \$1,638,972PSC Cumulative Duration Proposed: 9 years 13 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The CORES Responder Management System integrates the verification of responder credentials and the deployment of responders during an emergency. The CORES Alert Notification System facilitates mass notification and two-way communication to provide immediate delivery of customized alerts to any number of relevant recipients. The contract will include hours for training and support hours.

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

During an emergency, officials need to be able to provide the public with information quickly. The CORES platform supports communication delivery to, phone, email, text message, pagers, facsimile, radio and CAP XML compliant devices. A denial of this request would severely limit our department's ability to provide notification to the public during an emergency that may be potentially life saving.

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

Yes

D. Will the contract(s) be renewed?

Yes

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

To match the contract term and performance period.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. Reason for the request for modification:

To extend the PSC end date to cover options years available under the Alert Notification & Warning contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Provide technical training on the use of the CORES system. Provide technical support for CORES Responder Management System (RMS) and Alert Notification System (ANS).

B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1044, IS Engineer-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor provides the hosting equipment and maintenance of Internet communications interfaces required for the use of the product.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing civil service classes exist, and would be used if not for the condition of the funding source limiting the use of personnel dollars.

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.
Training will be on the use of the CORES Alert Notification System. Employees of various classifications city-wide will have access to send alert notices through the CORES platform will have access to the 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.
No.

7. Union Notification: On 01/22/20, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

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

Address: 1011 Turk Street, San Francisco, CA, 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4095 12/13

DHR Analysis/Recommendation:

03/02/2020

Commission Approval Required

Approved by Civil Service Commission

03/02/2020 DHR Approved for 03/02/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request: Initial Modification of an existing PSC (PSC # 45087 - 14/15)

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

Type of Service: Fleet Week Coordination

Funding Source: General Fund

PSC Original Approved Amount: \$900,000

PSC Original Approved Duration: 08/01/15 - 10/31/17 (2 years 13 weeks)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 11/01/17-10/31/18 (1 year)

PSC Mod#2 Amount: \$900,000

PSC Mod#2 Duration: 11/01/18-10/31/21 (3 years 1 day)

PSC Mod#3 Amount: \$600,000

PSC Mod#3 Duration: 11/01/21-12/31/24 (3 years 8 weeks)

PSC Cumulative Amount Proposed: \$2,400,000

PSC Cumulative Duration Proposed: 9 years 22 weeks

1. Description of Work

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

This request is to contract with San Francisco Fleet Week Association to help coordinate Fleet Week activities, which will include large-scale event production, facilitation and overall management of a multi-day set of events. The partnership with the San Francisco Fleet Week Association will sustain coordination with external private sector, non-profit and Federal Government partners, including members of the Department of Defense (U.S. Navy and Marines). This request will be for three years.

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

Without this approval of this request there will be no Fleet Week, a designated priority of Mayor Lee and the Department of Emergency Management. Fleet Week provides the opportunity to bring together civilian and military forces to develop and share best practices in humanitarian assistance and emergency disaster response. Fleet Week requires a large volume of work within a short duration increasing the use of existing staff would impact the level of service the department can provide to its various stakeholders. San Francisco Fleet Week Association has access to personnel and volunteers that have greater subject matter expertise and have familiarity with the Fleet Week program.

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

Services have been provided in the past through earlier PSC request. See 45087 - 14/15

D. Will the contract(s) be renewed?

Yes, with San Francisco Fleet Week Association.

- 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 will allow Department to maintain continuation of services as it impacts the City's emergency management.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This request would be to for the Fleet Week event and is a short term project.

B. Reason for the request for modification:

To increase the amount and extend PSC end date for Fleet Week contract.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Subject matter expertise in working with large-scale event production, facilitation and management of a multi-day set of events, private sector, non-profit, government partners, U.S. Armed Forces (Navy, Marine Corps, and Coast Guard).
- B. Which, if any, civil service class(es) normally perform(s) this work? 8604, Emergency Services Coord IV; 0931, Manager III; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
San Francisco Fleet Week (SFFW) Association is an entity that specializes and has expertise to plan and execute Fleet Week in San Francisco. SFFW has experienced personnel who have specialties working with many partners and stakeholders that are essential to Fleet Week.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. There are already existing civil service classifications.

6. Additional Information

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

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

7. Union Notification: On 07/03/21, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

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

Address: 1011 Turk Street, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45087 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENTDept. Code: ECDType of Request: Initial Modification of an existing PSC (PSC # 45087 - 14/15)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Fleet Week CoordinationFunding Source: General FundPSC Original Approved Amount: \$900,000PSC Original Approved Duration: 08/01/15 - 10/31/17 (2 years 13 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 11/01/17-10/31/18 (1 year)PSC Mod#2 Amount: \$900,000PSC Mod#2 Duration: 11/01/18-10/31/21 (3 years 1 day)PSC Cumulative Amount Proposed: \$1,800,000PSC Cumulative Duration Proposed: 6 years 13 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

This request is to contract with San Francisco Fleet Week Association to help coordinate Fleet Week activities, which will include large-scale event production, facilitation and overall management of a multi-day set of events. The partnership with the San Francisco Fleet Week Association will sustain coordination with external private sector, non-profit and Federal Government partners, including members of the Department of Defense (U.S. Navy and Marines). This request will be for three years.

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

Without this approval of this request there will be no Fleet Week, a designated priority of Mayor Lee and the Department of Emergency Management. Fleet Week provides the opportunity to bring together civilian and military forces to develop and share best practices in humanitarian assistance and emergency disaster response. Fleet Week requires a large volume of work within a short duration increasing the use of existing staff would impact the level of service the department can provide to its various stakeholders. San Francisco Fleet Week Association has access to personnel and volunteers that have greater subject matter expertise and have familiarity with the Fleet Week program.

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

Services have been provided in the past through earlier PSC request. See 45087 - 14/15

D. Will the contract(s) be renewed?

Yes, with San Francisco Fleet Week Association.

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 will allow Department to maintain continuation of services as it impacts the City's emergency management.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This request would be to for the Fleet Week event and is a short term project.

B. Reason for the request for modification:

To increase the amount and extend PSC end date for Fleet Week contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Subject matter expertise in working with large-scale event production, facilitation and management of a multi-day set of events, private sector, non-profit, government partners, U.S. Armed Forces (Navy, Marine Corps, and Coast Guard).

B. Which, if any, civil service class(es) normally perform(s) this work? 8604, Emergency Services Coord IV; 0931, Manager III; 0933, Manager V;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

San Francisco Fleet Week (SFFW) Association is an entity that specializes and has expertise to plan and execute Fleet Week in San Francisco. SFFW has experienced personnel who have specialties working with many partners and stakeholders that are essential to Fleet Week.

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

6. Additional Information

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

No.

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

Training is not applicable for this project.

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

7. **Union Notification:** On 05/16/18, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

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

Address: 1011 Turk Street, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45087 - 14/15

DHR Analysis/Recommendation:

06/18/2018

Commission Approval Required
conditions

Approved by Civil Service Commission with

06/18/2018 DHR Approved for 06/18/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request: Initial Modification of an existing PSC (PSC # 49836 - 20/21)

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

Type of Service: Training and Maintenance

Funding Source: General Funds

PSC Original Approved Amount: \$512,000

PSC Original Approved Duration: 07/01/21 - 06/30/26 (5 years)

PSC Mod#1 Amount: \$1,188,213

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$1,700,213

PSC Cumulative Duration Proposed: 5 years

1. Description of Work

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

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability.

This PSC is relating to the maintenance, training and accreditation of this proprietary software

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

This software is critical to response to Medical 911 calls. It enables the Dispatcher to ask a series of questions based on local policy needs and availability. If this PSC was denied then San Francisco 911 would not be able to respond to medical calls consistently and provide equitable service.

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

Services have been provided in the past through earlier PSC request. See 49836 - 20/21

D. Will the contract(s) be renewed?

Yes - this contract is for 5 years with the option to extend twice for 5 years each

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

N/A

2. Reason(s) for the Request

A. Display all that apply

Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability. This is an application that is critical to the 911 response time for the City and County of San Francisco

B. Reason for the request for modification:

The contract that is being signed is for \$1,894,033, in checking with OCA the only item of the contract that is exempt are the licenses - the contract calls for \$193,820 for future licenses. The remaining amount is for: Software support, Training, Accreditation and technical services. Therefore the PSC needs to be for \$,700, 213. We already have approval for \$512,000. So this PSC is to cover the items that OCA informed us are to be reviewed by the CSC.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The trainer, technicians and accreditors need to know the proprietary system and the code.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

This is a proprietary system so the trainers, technicians and accreditations need to work for the vendor

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 - see above

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.

Vendor trains new Dispatchers when we have an academy - training is usually 12-24 hours long. We usually have 20 people in the academy.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 07/09/21, 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: Thomas Chen Phone: 4152696562 Email: Thomas.Chen@sfgov.org

Address: 1011 Turk Street, San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49836 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of Thomas.Chen@sfgov.org
Sent: Friday, July 9, 2021 3:42 PM
To: Chen, Thomas (DEM); cmoyer@nccrc.org; Frigault, Noah (HRC); 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; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmllocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; 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; Emanuel, Rachel (DEM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 49836 - 20/21 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a modification request for a Personal Services Contract (PSC) for \$1,188,213 for services for the period July 31, 2021 – June 30, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/17022>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECDDept. Code: ECDType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Training and MaintenanceFunding Source: General FundsPSC Amount: \$512,000PSC Est. Start Date: 07/01/2021PSC Est. End Date: 06/30/2026**1. Description of Work**

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

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability.

This PSC is relating to the maintenance, training and accreditation of this proprietary software

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

This software is critical to response to Medical 911 calls. It enables the Dispatcher to ask a series of questions based on local policy needs and availability. If this PSC was denied then San Francisco 911 would not be able to respond to medical calls consistently and provide equitable service.

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

N/A

D. Will the contract(s) be renewed?

Yes - this contract is for 5 years with the option to extend twice for 5 years each

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.

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability. This PSC is to allow the contractor/vendor to provide the maintenance and training on this proprietary software

2. Reason(s) for the Request

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

 Other (be specific and attach any relevant supporting documents):**REASON FOR CHECKING OTHER:**

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to

arrive. It is based on local policy related to needs and availability. This is an application that is critical to the 911 response time for the City and County of San Francisco

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The trainer, technicians and accreditors need to know the proprietary system and the code.
- 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?

None

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

- A. Explain why civil service classes are not applicable.
This is a proprietary system so the trainers, technicians and accreditations need to work for the vendor
- 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 - see above

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. Vendor trains new Dispatchers when we have an academy - training is usually 12-24 hours long. We usually have 20 people in the academy.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 07/08/2021, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49836 - 20/21

DHR Analysis/Recommendation:

Commission Approval Required

06/07/2021 DHR Approved for 06/07/2021

action date: 06/07/2021

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request: Initial Modification of an existing PSC (PSC # 32252 - 17/18)

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

Type of Service: On-Site Physical Media Destruction and Disposal

Funding Source: General Fund

PSC Original Approved Amount: \$250,000 PSC Original Approved Duration: 09/01/18 - 08/31/22 (4 years)

PSC Mod#1 Amount: \$150,000 PSC Mod#1 Duration: 09/01/22-08/31/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$400,000 PSC Cumulative Duration Proposed: 6 years 1 day

1. Description of Work

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

To comply with the Federal Bureau of Investigations (FBI) requirement of physical media disposal to minimize risk of sensitive information compromise by unauthorized individuals, the San Francisco Police Department (SFPD) is seeking a contractor to provide service to all SFPD locations (10 district stations, headquarters, academy, crime lab, and other divisions). The contractor will use a mobile shredding truck to provide on-site shredding and disposal approximately twice a month and destruction and disposal of other physical media on an as-needed basis. Other physical media may include, but not be limited to, body worn cameras, smartphones, computer disks, film, magnetic disks, magnetic tapes, transparencies, and video cassettes. An assigned SFPD employee (sworn officer, facilities coordinator, Public Service Aide or Police Cadet) at each location must physically witness shredding process of contents of confidential bins and destruction of other physical media by contractor employees.

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

This service is necessary to comply with FBI requirements. Denial of service could result in an FBI audit finding.

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

Services have been provided in the past through earlier PSC request. See 32252 - 17/18

D. Will the contract(s) be renewed?

Unknown at this time.

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

continued service is needed

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Service required is needed on a periodic basis.

B. Reason for the request for modification:

extend 2 years and increase contract value

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in confidential document and other physical media destruction and disposal.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a shredding truck and other equipment to perform work onsite.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

This service requires very limited hours of work per month at each location.

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 service requires very limited hours of work per month at each location.

6. Additional Information

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

No.

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

No training is needed.

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

No.

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

7. **Union Notification:** On 07/07/21, 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32252 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/16/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
To: [PSC RECEIPT of Modification notification sent to Unions and DHR](mailto:Wong, Genie (POL); cmoyer@nccrc.org; Frigault, Noah (HRC); 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; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; 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; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 32252 - 17/18 - MODIFICATIONS
Date: Wednesday, July 7, 2021 4:35:30 PM</p><hr/></div><div data-bbox=)

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$150,000 for services for the period September 1, 2022 – August 31, 2024. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/17030>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present. Either you selected none or there is no email entered in the system by that particular union

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POLDept. Code: POLType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: On-Site Physical Media Destruction and DisposalFunding Source: General FundPSC Duration: 4 yearsPSC Amount: \$250,000**1. Description of Work**

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

To comply with the Federal Bureau of Investigations (FBI) requirement of physical media disposal to minimize risk of sensitive information compromise by unauthorized individuals, the San Francisco Police Department (SFPD) is seeking a contractor to provide service to all SFPD locations (10 district stations, headquarters, academy, crime lab, and other divisions). The contractor will use a mobile shredding truck to provide on-site shredding and disposal approximately twice a month and destruction and disposal of other physical media on an as-needed basis. Other physical media may include, but not be limited to, body worn cameras, smartphones, computer disks, film, magnetic disks, magnetic tapes, transparencies, and video cassettes. An assigned SFPD employee (sworn officer, facilities coordinator, Public Service Aide or Police Cadet) at each location must physically witness shredding process of contents of confidential bins and destruction of other physical media by contractor employees.

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

This service is necessary to comply with FBI requirements. Denial of service could result in an FBI audit finding.

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

The service was provided by PSC 4037-08/09 for confidential document destruction.

D. Will the contract(s) be renewed?

Unknown at this time.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable**2. Reason(s) for the Request**

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

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

B. Explain the qualifying circumstances:

Service required is needed on a periodic basis.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in confidential document and other physical media destruction and disposal.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a shredding truck and other equipment to perform work onsite.

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

City?

None. This service requires very limited hours of work per month at each location.

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

A. Explain why civil service classes are not applicable.

This service requires very limited hours of work per month at each location.

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 service requires very limited hours of work per month at each location.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. No training is needed.

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

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

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

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

7. Union Notification: On 04/09/2018, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32252 - 17/18

DHR Analysis/Recommendation:

action date: 07/16/2018

Commission Approval Required

Approved by Civil Service Commission

07/16/2018 DHR Approved for 07/16/2018