

File No. 230939

Committee Item No. 2

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date September 20, 2023

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

#### OTHER (Use back side if additional space is needed)

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Completed by: Brent Jalipa Date September 14, 2023

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Executive Architectural and Engineering Design Services Agreement - RossDrulisCusenbery  
2 Architecture, Inc. - Earthquake Safety and Emergency Response Program - SFFD Fire  
Training Facility - Not to Exceed \$14,100,000]

3  
4 **Resolution authorizing the Director of Public Works to execute a professional services**  
5 **agreement with RossDrulisCusenbery Architecture, Inc. for the design of the new San**  
6 **Francisco Fire Department (SFFD) Fire Training Facility under the Earthquake Safety**  
7 **and Emergency Response bond program, not to exceed \$14,100,000 with a term of five**  
8 **years with options to extend the term for another two years, upon the full execution of**  
9 **the contract and once funding has been certified.**

10  
11 WHEREAS, San Francisco Charter, Section 9.118, requires that the Board of  
12 Supervisors approve all contracts, other than construction contracts, with an anticipated  
13 expenditure of more than \$10,000,000; and

14 WHEREAS, The City and County of San Francisco intends to construct a new Fire  
15 Training Facility (FTF) with multiple buildings and structures on 7.99 acre site at 1236 Carroll  
16 Avenue, funded by the Earthquake Safety and Emergency Response (ESER) bond program,  
17 for the San Francisco Fire Department; and

18 WHEREAS, Through a competitive process, the San Francisco Public Works has  
19 selected RossDrulisCusenbery Architecture, Inc. (RDC), as a professional design firm  
20 possessing the special expertise, qualifications, and experience to provide design  
21 professional services for the new FTF project; and

22 WHEREAS, San Francisco Public Works wishes RDC to proceed with professional  
23 services to perform design and construction administration services for a total Agreement  
24 amount not to exceed \$14,100,000; now, therefore, be it



1           RESOLVED, That the Board of Supervisors does hereby approve award and  
2       modification of the professional design services agreement between the City and County of  
3       San Francisco, by San Francisco Public Works, and RDC, for the new SFFD Fire Training  
4       Facility, for an Agreement amount not to exceed \$14,100,000; and, be it

5           FURTHER RESOLVED, That within thirty (30) days of the agreement being fully  
6       executed by all parties, Public Works shall provide the final contract to the Clerk of the Board  
7       for inclusion into the official file.

<b>Item 2</b> <b>File 23-0939</b>	<b>Department:</b> Public Works
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would authorize an agreement with RossDrulisCusenbery Architecture, Inc. for the design of a new San Francisco Fire Department training facility, with a not-to-exceed amount of \$14,100,000 and a term of five years. The City would have options to extend the contract up to two additional years.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>The Fire Department is planning to relocate current training facilities to a new site located at 1236 Carroll Avenue.</li> <li>On August 6, 2021, the Department of Public Works issued a Request for Qualifications seeking an external architectural and engineering team to lead the design of all site components other than the office/administrative building and landscaping, for which the Department of Public Works is leading the design process.</li> <li>The Department of Public Works received three proposals in response to the competitive solicitation, and RossDrulisCusenbery Architecture, Inc. (RDC) was selected based on scoring.</li> <li>The Fire Department currently has a training facility on Treasure Island, which is slated for closure to accommodate a development project, as well as a smaller training site in the Mission District that the solicitation states is insufficient to meet the Department's citywide needs. According to the RFQ, building a new training facility will address these space needs and allow the Fire Department to upgrade its training capabilities to reflect current best practices.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The not-to-exceed amount in the proposed resolution of \$14,100,000 comprises a base amount of \$12,147,579 and a contingency of \$1,952,421, which includes \$722,850 for the potential need for additive services related to solar and battery storage systems and an approximate 10 percent contingency of \$1,229,571.</li> <li>The 2020 Earthquake Safety and Emergency Response (2020 ESER) bond program is the source of all proposed funding.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>Reduce the not-to-exceed amount in the proposed resolution by \$14,814 from \$14,100,000 to \$14,085,186 to reflect 10 percent of the base amount plus \$722,850 for additive additional services.</li> <li>Approve the proposed resolution as amended.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

## BACKGROUND

On August 6, 2021, the Department of Public Works (Public Works) issued a Request for Qualifications (RFQ) related to design of a new 6.6-acre fire training facility for the San Francisco Fire Department. The Fire Department is planning to relocate current training facilities to a new site located at 1236 Carroll Avenue and Public Works is seeking an external architectural and engineering team to lead the design of all components other than the office/administrative building and landscaping, for which the Department of Public Works is leading the design process. The new location will be the site of both classroom instruction and hands-on training in firefighting, confined space and water rescues, and other emergency responses. New recruits and existing personnel will all train at the site.

The Fire Department currently has a training facility on Treasure Island, which is slated for closure to accommodate a development project, as well as a smaller training site in the Mission District that the RFQ states is insufficient to meet the Department's citywide needs. According to the solicitation, building a new training facility will address these space needs and allow the Department to upgrade its training capabilities to reflect current best practices.

The Department of Public Works received three proposals in response to the competitive solicitation. RossDrulisCusenbery Architecture, Inc. (RDC) scored highest on both the written proposal and interview components of the panel's evaluation, as shown below in Exhibit 1.<sup>1</sup> Public Works selected RDC based on scoring.

### Exhibit 1: Proposal Scores

Proposal	Written Proposal	Interview	Total
RossDrulisCusenbery Architecture, Inc.	60.33	28.63	88.96
Mark Cavagnero Associates	60.00	23.82	83.82
Hellmuth, Obata & Kassabaum (HOK)	60.00	23.00	83.00

Source: Department of Public Works

<sup>1</sup> The selection panel was comprised of one member each of the San Francisco Fire Department, the San Jose Fire Department, and the Department of Public Works' Bureau of Architecture.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize an agreement with RossDrulisCusenbery Architecture, Inc. for the design of a new San Francisco Fire Department training facility, with a not-to-exceed amount of \$14,100,000 and a term of five years. The City would have options to extend the contract up to two additional years.

The not to exceed amount in the resolution (\$14,100,000) includes a contingency of \$1,952,421 above the base amount of \$12,147,579 and thus a total of \$14,100,000. This contingency includes \$722,850 additive additional services related to the potential need for solar and battery storage systems as well as an approximate 10 percent contingency of \$1,229,572 based on the base contract amount. This amount is slightly higher (\$14,813.71) than 10 percent of the base contract amount of \$12,147,578. We therefore recommend reducing the not-to-exceed amount in the proposed resolution by a like amount to reflect a reduced contingency from \$1,229,572 to \$1,214,758.

RDC would lead the design of most facilities at the site, including site design and civil engineering, training structures, maintenance shops, and a fire apparatus building. It would also consult on the design of the site's office building and landscaping, for which the Department of Public Works is leading the design process.

Under the proposed agreement, the fixed construction budget limit is \$152,631,579, and the "design to" cost target is \$145 million.

**Performance Monitoring**

The draft agreement requires RDC to submit to the City a Quality Assurance/Quality Control plan, as well as documents showing the completion of Quality Assurance/Quality Control actions at key stages of the project. City staff must approve these documents prior to the project proceeding.

**Subcontractors**

Exhibit 2 below lists the prime and subcontractors listed in the proposed agreement.

**Exhibit 2: Prime and Subcontractors**

<b>Firm</b>	<b>Services</b>
RossDrulisCusenbery Architecture, Inc.	Executive Architect / Parking
Kuth Ranieri Architects	Associate Architect
Abercrombie Planning + Design	Subject Matter Expert
P2S	Mechanical, Electrical, Plumbing, Energy
Pannu Larsen McCartney	Structural
BKF Civil Engineers	Civil
AR Green Consulting	LEED/Resource Efficiency
SCS Engineers	Industrial Engineer
Cumming Management Group, Inc.	Cost
NBA Engineering Inc.	Building Commissioning
Jensen Hughes, Inc.	Code Compliance / Fire Life Safety
RDH Building Science	Roofing / Waterproofing / Exterior Envelope
Clearstory Inc.	Signage and Wayfinding
Syska Hennessey Group	Vertical Transportation (Elevator Design)
SJ Engineers	Fire Protection
Salter Inc.	Acoustical
Guidepost Solutions, LLC.	Security
Guidepost Solutions, LLC.	Electronics
Guidepost Solutions, LLC.	Telecom
Niteo	AV
Emily Borland Specifications, Inc.	Lighting
	Specification Writing

Source: Public Works

There is a 20 percent Local Business Entity subcontracting participation requirement under the contract.

**Overall Project Budget and Project Budget Increase**

The overall project budget for development of the new training facility is \$270.8 million, including \$39 million in land acquisition costs, \$176.9 million in construction costs, and \$54.9 million in project control costs, including the services in the proposed agreement. According to Public Works staff, construction is expected to begin in late 2025 and continue through summer 2028.

The current project budget is \$60.1 million, or 28.5 percent, greater than the budget of \$210.7 million estimated by Department staff in April of 2022, at the time of the Budget and Finance Committee's review of the purchase and sale agreement for the site. This increase is largely due to planning delays, which have delayed the expected start and end dates from those anticipated in April of 2022 (October of 2024 and March of 2027, respectively) by about one year, according to Project Manager Scott Moran.

## FISCAL IMPACT

The proposed agreement would have a not-to-exceed amount of \$12,147,579. RDC would consult on the design of the site's office building (Scope A) and landscaping (Scope C) and would lead the design of the remaining facilities at the site (Scope B), including site design and civil engineering, training structures, maintenance shops, and a fire apparatus building. Exhibit 3 below shows a budget breakdown.

### Exhibit 3: Budget Breakdown

Category	Cost
Basic Services (Scope B)	\$10,539,245
Supplemental Consultant Services (Scopes A and C)	\$735,327
Subtotal, Architectural/Engineering Services	\$11,274,572
Subcontractor Markup (5%)	\$347,646
Reimbursable Allowance and Liability Insurance Rider	\$525,360
<b>Base Amount</b>	<b>\$12,147,579</b>
Contingency	\$1,952,421
<b>Not-to-Exceed Amount</b>	<b>\$14,100,000</b>

Source: Public Works

Note: Contingency includes \$722,850 in additive alternate services related to solar and battery power that may or may not be required.

Basic services under the agreement (Scope B) total \$10,539,245. Exhibit 3 below provides a breakdown of these services. Line-item budgets are based on RDC's proposal and subsequent negotiations between Public Works and RDC, according to Public Works staff.

**Exhibit 4: Basic Services**

<b>Basic Services (Scope B)</b>	<b>Cost</b>
Pre-Design Phase Project Coordination	\$85,633
Coordination Services for Scopes A & C	\$660,559
Existing Conditions Review, Format and Modeling (BKF)	\$38,392
Program Validation/Concept Design	\$908,292
Schematic Design	\$1,250,642
Design Development	\$1,689,417
Early Bid Package – Civil Engineering	\$197,872
Early Bid Package – Design/Build Pile Foundations	\$100,398
Early Bid Package – Mechanical, Electrical and Plumbing Bridging Documents	\$124,798
Early Bid Packages – Construction Administration Services	\$160,894
Construction Documents - Main Contract	\$2,152,596
Permits/Approvals	\$157,363
Construction Phase Services - Main Contract (30 Months)	\$2,656,747
Construction Close Out	\$90,162
Building Commissioning	\$225,000
Additional Specification Writing	\$40,480
<b>Subtotal, Basic Services</b>	<b>\$10,539,245</b>

Source: Public Works

Note: Early Bid Packages are documents will be used by proposing firms during competitive bidding for construction management services.

The 2020 Earthquake Safety and Emergency Response (2020 ESER) bond program is the source of all proposed funding.

## RECOMMENDATIONS

1. Reduce the not-to-exceed amount in the proposed resolution by \$14,814 from \$14,100,000 to \$14,085,186 to reflect 10 percent of the base amount plus \$722,850 for additive additional services.
2. Approve the proposed resolution as amended.

**City and County of San Francisco  
San Francisco Public Works  
49 South Van Ness, Suite 1600  
Sa Francisco, CA 94103**

**Agreement between the City and County of San Francisco  
and**

**RossDrulisCusenbery Architecture, Inc. (RDC)  
Architectural and Engineering Team Led by an Executive Architect  
for a New Fire Training Facility**

This Agreement is made this 19<sup>th</sup> day of July 2023, in the City and County of San Francisco (“City”), State of California, by and between RossDrulisCusenbery Architecture, Inc. [RDC] (“ARCHITECT”) and City.

**Recitals**

WHEREAS the **San Francisco Public Works** (“Department”) wishes to render professional services in connection with design and construction of a fire training facility from Consultant; and

WHEREAS Consultant represents that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS Consultant was competitively selected pursuant to Sourcing Event ID 0000005905 as required by San Francisco Administrative Code Chapter 6.40 through a Request for Qualifications (“RFQ”) issued on August 6, 2021; and

WHEREAS the Department issued an award of contract Public Works Order **206,986** dated effective **August 31, 2022**; and

WHEREAS this is a contract for Services and there is a **20%** Local Business Entity (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS approval for the Agreement was obtained on March 20, 2023, from the Civil Service Commission under PSC number 47357-22/23; and

**WHEREAS, the City’s Board of Supervisors approved this Agreement by [Resolution Number] on [Board Action Date].**

Now, THEREFORE, the parties agree as follows:



## **Article 1      Definitions**

The following definitions apply to this Agreement:

1.1      “Additional Services” means those services that the City, in writing, authorizes the Architect to perform that are in addition to the Basic Services.

1.2      “Advise” means “make recommendations to”

1.3      “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.4      “Appropriate Authorities” refers to any local, state, regional or federal authority or entity having jurisdiction of any kind over the Project. Appropriate Authorities include those agencies and entities that may require information or the filing of plans, specifications and the like, whether on a voluntary or involuntary basis, in connection with the design and/or construction of the Project, including but not limited to, the San Francisco Art Commission and related committees (including the Civic Design Review Committee and the Visual Arts Committee), San Francisco Department of Building Inspection, San Francisco Fire Department, State Fire Marshal, the San Francisco Department of Public Works, the San Francisco Redevelopment Agency (currently known as Office Community Investment and Infrastructure (OCII), and other entities as The City may designate.

1.5      “Authorization” means the direction of The City properly executed by The City's Program Director or Project Manager and, if involving the expenditure of funds, certified by The City.

1.6      “Basic Services” means the services described in Appendix A that the Consultant is required to provide in return for the Compensation set forth in Appendix B below.

1.7      “BIM” means a Building Information Model (BIM) that is a digital representation of physical and functional characteristics of a facility. As such it serves as a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life cycle from inception onward.

1.7.1      Design BIM means a Building Information Model developed and maintained by the Consultant for the purpose of developing the design.

1.7.2      CM BIM means a Building Information Model developed and maintained by the CM/GC as a tool to support collaboration and construction management.

1.7.3      As-Planned BIM means a Building Information Model that is continuously updated to reflect changes in the design.

1.7.4      As-Designed BIM means a Building Information Model that reflects the Project design at the end of Construction Document phase.

1.7.5      As-Built BIM means a Building Information Model that reflects the Project as constructed.

1.8      “BOA” means Bureau of Architecture means San Francisco Public Works, Building Design & Construction Division for the City and County of San Francisco.

1.9 “BOLA” means Bureau of Landscape Architecture means San Francisco Public Works, Building & Design Construction Division for the City and County of San Francisco.

1.10 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Public Works.

1.11 “CMD” means the Contract Monitoring Division of the City.

1.12 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.13 “Contract Documents” include the Agreement between the City and the CM/GC, and all items identified therein as construction documents, the Construction Documents, working drawings, specifications, addenda, change orders, notices to proceed, general conditions, and special and/or supplementary general conditions.

1.14 “Contractor” or “Consultant” means **RossDrulisCusenbery Architecture, Inc. (RDC), the Architect under this agreement with The City to provide architectural, engineering, or other professional design services; 18294 Sonoma Highway, Sonoma, CA 95476.**

1.15 “Construction Documents” include plans and drawings, specifications, general conditions and special and/or supplementary general conditions, information for bidders, accepted bid proposals, accepted value engineering proposals, addenda, and any other documents developed to set forth in detail all aspects of the design, function and construction of the Project sufficient for a Consultant to price and build the Project.

1.16 “Construction Manager/General Contractor (CM/GC)” refers to the CM/GC selected by the City under separate contract with the City to provide a complete and fully functional Project constructed in accordance with the Contract Documents and the Construction Documents. The CM/GC and its Subconsultants will, among other things, perform pre-construction and construction phase services including design assistance and review. The City retains the CM/GC solely for the City’s benefit. The services rendered by the CM/GC will not operate to change or reduce the Consultant’s responsibilities under its Agreement with the City. The Consultant may communicate directly with the CM/GC, but the Consultant shall promptly copy the City on all written communications between the two and promptly confirm in writing to the City the substance of all material, oral communications between the two. In no event shall the Consultant issue any communication directing changes that impact time, cost or quality (including, but not limited to substitutions) for the Project without express written authorization from the City. This mode of contracting is also described in §6.68 of the San Francisco Administrative Code.

1.17 “Controller” means the City’s Controller’s Office, as applicable.

1.18 “Deliverables” means Consultant’s work product resulting from the Services provided by Consultant to City during the course of Consultant’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.19 “Drawing Set” means the design and/or construction documents that the Consultant is required to submit to the City, including the following:

1.19.1 Program Validation Documents, 100% Conceptual Design Documents,

1.19.2 50% and 100% Schematic Design Documents

1.19.3 Design Development Phase: 50%, 100% (final submittals): Drawing set, BIM files, specifications with sufficient detail for cost estimating purposes, reports, schedules and other written documents.

1.19.4 Construction Documents Phase: 50%, 95% and final submittals: Drawing set, BIM files, specifications, reports, schedules, and other written documents.

1.19.5 Construction Bid Phase: Drawing set, BIM files, specifications, reports, schedules, accepted Value Engineering proposal integrated into design documents and other written documents.

1.19.6 Construction Administration Phase: All documents including RFIs’ substitution requests, submittals, shop drawings and other documents.

1.19.7 CAD drawings shall be provided in AutoCAD 2020 and Building Information Modeling on Autodesk Revit Building Suite 2023, or other software approved by the City.

1.19.8 Written documents, spreadsheets, and cost estimates on Microsoft Office Suite 2010 (Word and Excel).

1.19.9 Drawing sets in PDF and DWG format; Revit Project files in RVT format.

1.19.10 Schedules in Microsoft Project 2016.

1.19.11 Audiovisual presentations in Microsoft PowerPoint.

1.19.12 Image files in JPG, GIF, PICA, TIFF, and BMP formats. These images shall be made available in any storage format selected by the City.

1.19.13 Presentation Boards: mounted on foam board, gator board, or eco-friendly rigid display board as requested by the City.

1.19.14 Models: In Plexiglas, wood or other material requested by the City, painted and mounted on wooden base with Plexiglas cover

1.20 “Effective Date” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Article 3.1.

1.21 “Executive Architect” means, RossDrulisCusenbery Architecture, Inc. (RDC). The role of the Executive Architect is to holistically and collaboratively produce the design and contract documents for the scope specifically assigned to Consultant and coordinate and

incorporate the architecture and engineering services produced by the CM/GC, BOA and BOLA into the Contract Documents.

1.22 “FTF” refers to San Francisco Fire Department Fire Training Facility.

1.23 “FFE” means Furniture, Fixtures, and Equipment that have no permanent connection and/or integration into the structure or building.

1.24 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Consultant.

1.25 “Party” and “Parties” means the City and Consultant either collectively or individually.

1.26 “Program Director (PD)” and “Project Manager (PM)” refers to the persons who the City has designated, in writing, as the persons with authority to act on behalf of the City with respect to this Agreement and the Project.

1.27 “Project Manager (PM)” refers to the person designated in writing by the Consultant and accepted by the City to make decisions on behalf of the Consultant, to commit the resources of the Consultant and all its sub consultants, and to direct, coordinate and control the Consultant and its entire team in providing all the services required under this Agreement.

1.28 “Proposal” means the Consultant's response to the City's Request for Qualifications for design professional services for the Project.

1.29 “Quality Assurance/Quality Control (QA/QC)” means the Quality Assurance/Quality Control Plan to be used throughout the design process for the Project. The QA/QC Plan is developed to facilitate delivery of Project documents that are technically sound, complete, and coordinated to accurately communicate the design intent and scope of the Project.

1.30 “Request for Qualifications” means the City's request for qualifications (RFQ) for professional design services for this Project and the Consultant's proposal to provide such services. All requirements of the RFQ and the representations made in the Consultant's Proposal that are not in conflict with provisions of this contract are hereby incorporated by reference and made an integral part of this Agreement as though fully set forth herein. With respect to any conflict or ambiguity between this Agreement and the RFQ or the proposal, this Agreement shall control except where the RFQ or the proposal refers to services not otherwise mentioned in this Agreement, in which case and to such extent the RFQ or proposal shall control.

1.31 Scope Categories refers to the engineering, construction documentation and design responsibilities described in Appendix A, Scope of Services of the Agreement.

1.31.1 “Scope A” refers to a specific portion of the Project further defined in Appendix A of the Agreement. BOA, as Architect of Record (AOR) is solely responsible for providing design, engineering, construction documentation, bidding and construction phases for Scope A elements.

1.31.2 “Scope B” refers to the Consultant’s sole responsibility for the design, engineering, construction documentation and specification of the requirements of the Fire Apparatus Building, Inservice Building, Maintenance Shops, site design and civil engineering

and live fire and simulation training structures. Consultants provided for this work are listed in Appendix A of this Agreement.

1.31.3 “Scope C” refers to BOLA’s sole responsibility for the design, engineering, construction documentation and specification of the requirements for the FTF landscape as further defined in Appendix A of the Agreement.

1.32 “Services” means the work performed by Consultant under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Consultant under this Agreement.

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on the issuance date of the Notice to Proceed and expire after 1825 calendar days, unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for up to additional two years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

## **Article 3 Financial Matters**

3.1 **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. Consultant’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.

3.2 **Guaranteed Maximum Costs.** The City’s payment obligation to Consultant cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Consultant under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

### 3.3 Compensation.

**3.3.1 Calculation of Charges.** Consultant 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 Director of Public Works, in his or her sole, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **\$12,147,579 (TWELVE MILLION, ONE HUNDRED FORTY-SEVEN THOUSAND, FIVE HUNDRED SEVENTY-NINE DOLLARS)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." attached hereto and incorporated by reference as in no event shall City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22 (j).

**3.3.2 Payment Limited to Satisfactory Services.** Consultant is not entitled to any payments from City until Public Works approves the Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Consultant by City shall not excuse Consultant from its obligation to replace unsatisfactory Deliverables, including Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Consultant without delay at no cost to the City.

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

**3.3.4 Invoice Format.** Invoices furnished by Consultant under this Agreement must be in a form acceptable to the Controller and City and must include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**3.3.5 LBE Payment and Utilization Tracking System.** If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Consultant shall: (a) Within three (3) business days of City's payment of any invoice to Consultant, pay LBE subconsultants as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Consultant, confirm its payment to subconsultants using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. The Controller is not authorized to pay invoices submitted by Consultant prior to Consultant's submission of all required CMD payment information. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

### 3.3.6 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City Consultants. Consultant must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

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

### 3.3.7 Reserved. (Grant Funded Contracts)

3.3.8 **Subcontractor Prompt Payment.** Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subconsultant within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

### 3.3.9 Payment Terms.

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

### (b) Reserved. (Payment Discount Terms)

3.4 **Audit and Inspection of Records.** Consultant agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Consultant 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. Consultant 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 as conferred upon City by this Section. Consultant shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** Pursuant to Article V of Chapter 6 of the Administrative Code, any Consultant, subconsultant, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and

may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A Consultant, subconsultant, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the Consultant, subconsultant, supplier, consultant or subconsultant: (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.

### **3.6 Reserved (Payment of Prevailing Wages)**

## **Article 4 Services and Resources**

**4.1 Services Consultant Agrees to Perform.** Consultant agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Consultant for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

### **4.2 Personnel**

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

### **4.3 Subcontracting.**

**4.3.1** Consultant may subcontract portions of the Services only upon prior written approval of City, which approval shall not be unreasonably withheld. Consultant is responsible for its subconsultants throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

**4.3.2** City's execution of this Agreement constitutes its approval of the subconsultants listed in **Attachment 3, Key Personnel and Subconsultants.**

### **4.4 Independent Consultant; Payment of Employment Taxes and Other Expenses.**

**4.4.1 Independent Consultant.** For the purposes of this Section 4.4, "Consultant" shall be deemed to include not only Consultant, but also any agent or employee of Consultant. Consultant acknowledges and agrees that at all times, Consultant or any agent or



employee of Consultant shall be deemed at all times to be an independent Consultant and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Consultant, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Consultant or any agent or employee of Consultant 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. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees and its agents. Consultant 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 Consultant's performing services and work, or any agent or employee of Consultant providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Consultant or any agent or employee of Consultant. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant'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 Consultant performs work under this Agreement. Consultant agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Consultant's compliance with this Section. Should City determine that Consultant, or any agent or employee of Consultant, is not performing in accordance with the requirements of this Agreement, City shall provide Consultant with written notice of such failure. Within five (5) business days of Consultant's receipt of such notice, and in accordance with Consultant policy and procedure, Consultant shall remedy the deficiency. Notwithstanding, if City believes that an action of Consultant, or any agent or employee of Consultant, warrants immediate remedial action by Consultant, City shall contact Consultant and provide Consultant in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment 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 Consultant 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 Consultant 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 Consultant for City, upon notification of such fact by City, Consultant shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Consultant under this Agreement (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of City. Notwithstanding the foregoing, Consultant 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 attorneys' fees, arising from this Section.

**4.5 Assignment.** The Services to be performed by Consultant are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or

indirectly assigned, novated, hypothecated, transferred, or delegated by Consultant, or, where the Consultant is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Consultant demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Consultant’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Consultant or a sale or transfer of substantially all of the assets of Consultant shall be deemed an Assignment for purposes of this Agreement. Consultant shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **Reserved. (Warranty)**

4.7 **Reserved. (Liquidated Damages)**

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

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

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

(c) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Consultant’s profession, with limits not less than **\$10,000,000** for each claim excepting for sub consultants whose minimum professional liability coverage shall be with respect to negligent acts, errors or omissions in connection with the Services.

(e) **Reserved. (Technology Errors and Omissions Coverage)**

(f) **Reserved. (Cyber and Privacy Insurance)**

(g) **Reserved. (Pollution Liability Insurance)**

### **5.1.2 Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) **Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)**

#### **5.1.3 Waiver of Subrogation Endorsements**

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

#### **5.1.4 Primary Insurance Endorsements**

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

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

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

#### **5.1.5 Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

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

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement,

effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Consultant 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 Consultant's liability hereunder.

(f) If Consultant will use any subconsultant (s) to provide Services, Consultant shall require the subconsultant (s) to provide all necessary insurance, including Professional Liability Insurance for any of its subconsultants who perform architectural or engineering work. For insurance other than professional liability or workers compensation, the Consultant shall require its subconsultants to name the City and County of San Francisco, its officers, agents and employees and the Consultant as additional insureds.

## **5.2 Indemnification and Defense Obligations For Design Professionals.**

**5.2.1 Defense Obligations.** To the fullest extent permitted by law, Consultant shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Consultant for the proportionate percentage of defense costs exceeding Consultant's proportionate percentage of fault as determined by a Court of competent jurisdiction.

**5.2.2 Indemnity Obligations.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

**5.2.3 Copyright Infringement.** Consultant shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

**5.2.4 Severability Clause Specific to Indemnification and/or Defense Obligations.** To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion,

shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

## **Article 6      Liability of the Parties**

**6.1      Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

**6.2      Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or any of its subconsultants, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

## **Article 7      Payment of Taxes**

**7.1      Consultant to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Consultant to City, Consultant shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Consultant shall remit to the State of California any sales or use taxes paid by City to Consultant under this Agreement. Consultant agrees to promptly provide information requested by the City to verify Consultant's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

**7.2      Possessory Interest Taxes.** Consultant acknowledges 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 Consultant to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

**7.2.1** Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that Consultant, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

**7.2.2** Consultant, 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. Consultant 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.

**7.2.3** Consultant, 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). Consultant 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.

7.2.4 Consultant 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.

7.3 **Withholding.** Consultant 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, Consultant further acknowledges and agrees that City may withhold any payments due to Consultant under this Agreement if Consultant 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 Consultant, without interest, upon Consultant coming back into compliance with its obligations.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

8.1.1 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 Consultant written notice of termination. The notice shall specify the date on which termination shall become effective.

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

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Consultant'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.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) 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 Consultant and in which City has or may acquire an interest.

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

(a) The reasonable cost to Consultant, for all Services prior to the specified termination date, for which Services City has not already tendered payment.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Consultant can establish, to the satisfaction of City, that Consultant would have made a profit had all Services under this Agreement been completed.

(c) The reasonable cost to Consultant of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Consultant, 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.

8.1.4 In no event shall City be liable for costs incurred by Consultant or any of its subconsultants after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Consultant under this Section, City may deduct: (i) all payments previously made by City for Services covered by Consultant's final invoice; (ii) any claim which City may have against Consultant in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

## 8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	<b>Reserved (Working with Minors)</b>
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Consultant materially fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Consultant. If Consultant defaults a second time in the same manner as a prior default cured by Consultant, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Consultant to cure the default.

(c) Consultant (i) is generally not paying its debts as they become due; (ii) 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; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property, (ii) 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 (iii) ordering the dissolution, winding-up or liquidation of Consultant.

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

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.



8.3 **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.

#### 8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.3.7(a)	<b>Reserved. (Grant Funded Contracts – Disallowance)</b>	11.6	Dispute Resolution Procedure
3.4	Audit and Inspection of Records	11.7	Agreement Made in California; Venue
3.5	Submitting False Claims	11.8	Construction
Article 5	Insurance and Indemnity	11.9	Entire Agreement
6.1	Liability of City	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
9.1	Ownership of Results	9.2	Works for Hire

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Consultant 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, subject to City's obligation to pay Consultant all amounts owed to Consultant.

### **Article 9 Rights In Deliverables**

9.1 **Ownership of Results.** Any interest of Consultant or its subconsultants, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Consultant or its subconsultants for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

9.1.1 As part of Basic Services, the Consultant shall provide the City with one licensed copy of software, paid for by the City that will allow the City to view the electronic BIM/Revit CADD files prepared by the Consultant or its subconsultants. Additionally, the Consultant shall provide technical specifications for any computer hardware required to use the provided software and files.

9.1.2 All presentation drawings, models, films and videos, simulations or other presentation materials shall be and remain the property of the City.

9.1.3 Should the City or any other person, firm or legal entity under the authority and control of the City, without the Consultant's participation, use, reuse, or modify the Consultant's drawings, specifications, or other documents prepared under this Agreement, the City agrees to notify the Consultant of the intended use. The Consultant shall not be responsible for any loss, costs, or expenses incurred by any party arising out of such use, reuse, or modification of the consultant's drawings, specifications, and other documents.

9.1.4 **Use by the City.** The City may reproduce, distribute, and make any use of the Deliverables, whether or not the Project is executed, without further notice or compensation to the Consultant or subconsultants, provided that such Deliverables shall not be used on other unrelated projects. If the Consultant is not terminated for fault, the Consultant and the subconsultants shall not be liable for any claim to the extent arising out of the use by or through the City of the Deliverables, without the Consultant's professional involvement.

9.1.5 **Use by the Consultant or the Subconsultants.** The Consultant and the subconsultants may retain copies of their Deliverables, such copies made at their expense. The Consultant and the subconsultants may use the Deliverables of their own marketing purposes without the express written consent of the City if the marketing materials have been previously approved by the City and they have not been altered in any way since approval other than minor changes in format, organization or wording. The Consultant and its subconsultants may use the Deliverables for their own marketing purposes without the express written consent of the City for the following uses: consultant website use, responses to Requests for Qualifications (RFQ) or Proposals (RFP), project descriptions, resumes, applications for design awards, and publications in trade journals or websites. Any other publication or use shall require the prior written approval of the City. The Consultant and the subconsultants may use architectural/engineering details contained in the Deliverables for other projects without the express written consent of the City only to the extent such use would not infringe on the City's copyright in the overall form of the Project as well as the arrangement and composition of spaces and elements in the design, as expressed in the Deliverables or any of them.

9.2 **Works for Hire.** If, in connection with Services, Consultant or its subconsultants creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Consultant or its subconsultant (s) under this Agreement are ever determined not to be works for hire under U.S. law, Consultant hereby assigns all Consultant's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subconsultant (s). With City's prior written approval, Consultant and its subconsultant (s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

9.3 **Covenant Not to Sell.** The City promises and agrees to refrain from selling, donating, or exchanging the Deliverables for use on any project or building. However, the City

may sell, assign or otherwise appropriate any right, title or interest in the Deliverables for any purpose relative to this Project without notice to the Consultant or the subconsultants. In such event, the City shall make a good faith effort to include this covenant as a term of any such transaction.

**9.4 City Ownership of Equipment.** Any equipment, vehicles, computer programs, software licenses, and the like, purchased by the Consultant or its subconsultants in connection with services to be performed under this Agreement and reimbursed by the City, shall become property of and will be transmitted to the City at the conclusion of the Consultant's services under the Agreement.

## **Article 10 Additional Requirements Incorporated by Reference**

**10.1 Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).

**10.2 Conflict of Interest.** By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

**10.3 Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Consultant shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Consultant is subject to the enforcement and penalty provisions in Chapter 12G.

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

## **10.5 Nondiscrimination Requirements**

**10.5.1 Nondiscrimination in Contracts.** Consultant shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Consultant shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subconsultants to comply with such provisions. Consultant is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Consultant does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

**10.5.3 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Consultant shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Consultant is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subconsultants for at least **20%** of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

**10.6 Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Consultant shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Consultant is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Consultant is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Consultant certifies that it complies with Chapter 12P.

**10.7 Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Consultant shall comply with the requirements of Chapter 12Q. For each Covered Employee, Consultant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Consultant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Consultant is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Consultant shall require any Subconsultant with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

**10.8 First Source Hiring Program.** Consultant must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Consultant is subject to the enforcement and penalty provisions in Chapter 83.

**10.9 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subconsultant who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

**10.10 Limitations on Contributions.** By executing this Agreement, Consultant 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 Consultant's board of directors; Consultant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Consultant; any subconsultant listed in the bid or contract; and any committee that is sponsored or controlled by Consultant. Consultant 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.

**10.11 Reserved. (Slavery Era Disclosure)**

**10.12 Reserved. (Working with Minors)**

**10.13 Consideration of Criminal History in Hiring and Employment Decisions.**

10.13.1 Consultant agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Consultant/Subconsultant 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 Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Consultant 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.

10.13.2 The requirements of Chapter 12T shall only apply to a Consultant's or Subconsultant'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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

**10.14 Reserved. (Public Access to Nonprofit Records and Meetings)**

**10.15 Food Service Waste Reduction Requirements.** Consultant shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

**10.16 Reserved. (Distribution of Beverages and Water)**

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

**10.18 Preservative Treated Wood Products.** Consultant shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Consultant purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

## **Article 11 General Provisions**

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

To City: **Scott Moran**  
**SF Public Works**  
**49 South Van Ness, 10<sup>th</sup> Floor**  
**San Francisco, CA 94103**  
**[Scott.Moran@sfdpw.org](mailto:Scott.Moran@sfdpw.org)**

To Consultant: **Michael B. Ross, AIA**  
**RossDrulisCusenbery Architecture, Inc.**  
**18294 Sonoma Highway**  
**Sonoma, CA 95476**  
**[mross@rdcarchitecture.com](mailto:mross@rdcarchitecture.com)**

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

**11.2 Compliance with Americans with Disabilities Act.** Consultant shall **exercise the Standard of Care** to provide the Services in a manner that complies with the Americans

with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

**11.3 Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

**11.4 Sunshine Ordinance.** Consultant acknowledges that this Agreement and all records related to its formation, Consultant's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

**11.5 Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Consultant 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).

**11.6 Dispute Resolution Procedure.**

**11.6.1 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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Consultant may submit to the Contracting Officer a written request for administrative review and documentation of the Consultant's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Consultant of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Consultant shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

**11.6.2 Government Code Claim Requirement.** 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 Consultant's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

**11.7 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.

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

**11.9 Entire Agreement.** This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

**11.10 Compliance with Laws.** In accordance with the professional Standard of Care, Consultant shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of and applicable to this Agreement, and must at all times exercise the Standard of Care to comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**11.11 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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

**11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Consultant, 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.

**11.13 Order of Precedence.** Consultant agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFQ, and Consultant's proposal dated **July 19, 2023**. The RFQ and Consultant's proposal are incorporated by reference (EXHIBIT 1) as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFQ and the Consultant's proposal. If the Appendices to this Agreement include any standard printed terms from the Consultant, Consultant agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Consultant's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Consultant's proposal, and Consultant's printed terms, respectively.

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



requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Consultant, independent of where the City Data is stored.

## **Article 12 Department Specific Terms**

**12.1 Appendices and Attachments.** The following are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the City and Contractor:

Appendix A: Scope of Services

Appendix B: Calculation of Charges

Attachment 1 – Schedule of Services

Attachment 2 – Fee Schedule

Attachment 3 – Key Personnel and Subconsultants

Attachment 4 – BIM Management Plan & Delivery Matrix

Attachment 5 – Quality Assurance/Quality Control Plan

Attachment 6 – Compensation of Services

## **12.2 Consultant Obligations and Limitations.**

**12.2.1 LEED Statement.** The LEED Green Building Rating System or similar environmental guidelines (“LEED” utilizes certain design, construction and usage criteria in order to promote environmentally friendly buildings. In addressing LEED, the Consultant shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. The LEED Gold Boundary Area for this Project shall be limited to occupied buildings, including Admin/Classroom Building, Fire Apparatus, Inservice Building and Shop Building, and all sitework not directly associated with fire training props and/or structure.

**12.2.2 Limitations of Consultant's Responsibilities for Design Changes and Environmental/Energy Issues.** The Consultant shall not be responsible for any changes to the design made by the City without the direct participation and written approval of the Consultant. Likewise, the Consultant shall not be responsible for any environmental or energy issues arising out of the failure of the City's use and operation of the completed Project as designed.

**12.2.3 Limitation of Benefits.** Nothing in the foregoing shall create any contractual relationship between the City and any consultants employed by the Consultant under the terms of this Agreement. The Consultant is as responsible for the performance of its consultants as it would be if it had rendered these services itself. The Consultant's services are intended for the sole benefit of the City and are not intended to create any rights or benefits to third parties.

**12.2.4 Standard of Care (Performance).** The Consultant or Architect's obligation is to perform all its services in accordance with generally accepted standards of professional practice in the design and construction administration of the Project as ordinarily observed by firms performing projects of similar size and complexity in the San Francisco Bay Area under the same or similar circumstances (the "Standard of Care"). This standard shall apply to and define all professional obligations under this Agreement. Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services.

**12.2.5 Code Compliance.** In accordance with the Standard of Care, the Consultant shall comply with requirements of all applicable federal, state, and local codes, regulations, and current written interpretation thereof published and in effect at the time of submission of the building permit. In the event of changes in such codes, regulations or interpretations during the Project that were not and should not have been reasonably anticipated by the Consultant and which result in a substantive change to the construction documents, the Consultant shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. The Consultant shall be responsible, however, to identify, analyze and report to the City pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California Building Codes and San Francisco Building Code.

**12.2.6 Compliance with Americans with Disabilities.** Consultant acknowledges that pursuant to the Americans 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. Consultant shall exercise the Standard of Care to 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. Consultant 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 Consultant, its employees, agents, or assigns will constitute a material breach of this Agreement.

## **Article 13 Data and Security**

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

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

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractors shall exercise the same standard of care to protect such

information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

**13.2 Reserved. (Payment Card Industry (“PCI”) Requirements)**

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

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

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

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

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

## **Article 14 MacBride And Signature**

**14.1 MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Consultant confirms that Consultant has read and

understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

**CITY AND COUNTY OF SAN FRANCISCO: CONTRACTOR:**

**Recommended by: PUBLIC WORKS**

**RossDrulisCusenbery Architecture, Inc.**

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**Scott Moran**  
**Project Manager**

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**Michael B. Ross, AIA**  
**Executive Principal/CEO**

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**Ronald Alameida**  
**Deputy Director and City Architect**

**18294 Sonoma Hwy.**  
**Sonoma, CA 95476**

City Supplier Number: **0000006577**

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**Carla Short**  
**Interim Director**

**Approved as to Form:**

**David Chiu**  
**City Attorney**

By: 

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**Yadira Taylor**  
Deputy City Attorney

## **Appendix A**

### **Scope of Services**

#### **1. The Project**

The City does hereby engage the Consultant to perform, under the terms and conditions in this Agreement, professional services for the design of the Project, to be located at 1236 Carroll Avenue, San Francisco, CA.

##### **1.1. Scope Categories.**

The Project will include three separate scopes of work; Scopes A, B & C as described below. For the purpose of this Agreement the professional services, response times, and deliverables required of the Consultant for Scope B, shall equally apply to BOA and BOLA for Scopes A and C.

1.1.1 **SCOPE A.** For the purpose of this Contract, BOA as Architect of Record (AOR) shall be solely responsible for the provision of design, engineering, construction documentation, bidding, and construction phase services for the Scope A elements, including the approximate 35,000 SF, 35' high, two-story, LEED Gold, FTF Administration/Classroom Building. The documents prepared by BOA for Scope A shall be complete, coordinated, and collated standalone sections within the project phase documents. Subconsultants to BOA for Scope A, include the following:

- (1) Electrical, Mechanical, and Structural Engineering (PW IDC Engineering),
- (2) Energy Modeling & Mechanical Design Support (Stok/ARUP),
- (3) Code Compliance/Fire Life Safety (Jensen Hughes),
- (4) Roofing/Waterproofing/Exterior Envelope (McGinnis Chen Associates),
- (5) Vertical Transportation Elevator (Syska Hennessy),
- (6) Acoustical Engineering (Wilson Ihrig Associates),
- (7) Lighting Design (Auerbach Glassow),
- (8) Specifications Writing (Emily Borland).

Consultant shall provide separate proposals in the Executive Service Agreement for the Scope A services requested by the City including but not limited to the following consultants:

- (1) LEED (AR Green Consulting),
- (2) Cost Estimating (Cumming Management Group),
- (3) Signage & Wayfinding (Clearstory),
- (4) A/V, Telecom, IT, Security (Guidepost Solutions).

1.1.2 **SCOPE B.** For the purpose of this Contract, the provision of design, engineering, construction documentation, and specification of the Fire Apparatus of Building, Inservice Building, Maintenance Shops, site design and civil engineering and live fire and simulating training structures. Consultant provided for this work are listed in Attachment 3 of this Agreement and includes the following program elements:

(1) 100% of the on and off-site civil engineering improvements including but not limited to: verification of site topographic survey, site prep, site grading, cut and fill analysis, building pads, site retaining walls, site security fencing, site access control gates, site lighting, horizontal and sloped streetscapes and fire apparatus driving courses, paved parade and training ground areas, curbs, gutters and sidewalks, vehicular concrete and automobile paving, parking, storm water management systems, fire water capture and filtration systems and all buried wet and dry site utilities including the LPG gas line system. Offsite improvements include utility connections in Carroll Avenue, and new curbs, gutters, sidewalks, and street paving to the center line of Carroll Avenue. The existing P.G. & E. pole line on Carroll Avenue is assumed to remain for this Agreement.

(2) Civil Engineering services shall be FTF campus wide and include the site and connection to the Admin/Classroom Building and all site civil improvements to support the landscape design elements.

(3) Surface or optional two-level parking structure to accommodate ~~400~~ 116 vehicles excluding Fire Apparatus

(4) Approximate 32' high, 8,064 SF, Fire Apparatus Building

(5) Approximate +/- 24' high, 12,268 SF, Inservice Building including Dirty Classroom and Turnout Locker Rooms.

(6) Approximate +/- 24' high, 7,022 SF Maintenance Shop Building

(7) Approximate 84' high, 14,200 SF Seven Story Training Tower with Class B Burn Rooms

(8) Three-story Residential Hillside Residential Class A Burn Building with Garage

(9) Three-story Residential Hillside Residential Class A Burn Building *without* Garage

(10) Four-story Commercial/Residential Class A Burn Building

(11) Four-story Hillside Residential Class A Burn Building

(12) Two-story Junior Five Class A Residential Burn Building

(13) Commercial/Residential Urban Search & Rescue (USAR) Prop Designed as a simulated Collapsed Building Prop with Freestanding Three story facades including confined space, trench rescue, breach panel, concrete tilt panel, inclined space, and other props.

(14) Hillside Street training structure with T or four-way intersection

(15) Concrete Rubble Pile Prop at USAR Prop

(16) 25,000 Gallon Cistern with manhole at Hillside street intersection

- (17) Outdoor Classroom
- (18) Ground skills area for specific props manufactured and installed by SFFD and diesel fuels.
- (19) Above ground Convault storage tank and fuel dispenser system for gasoline and diesel fuel.
- (20) Emergency generator
- (21) LPG Tank Farm and gas piping systems
- (22) A system of at grade and sloped training streets with curbs gutters and sidewalks sized to accommodate an emergency vehicle driving course.
- (23) Street prop furniture including, light poles, overhead wires, parking meters, parked cars, sign-posts, etc.
- (24) Class B LPG fired prop installation shall be design/build installations. Consultant to provide LPG gas supply and shut off to building entry and each floor of training tower.
- (25) Industrial engineer will provide an assessment of smoke generated from existing fire training activities, evaluate potential smoke quantities and impacts for new site, and provide a report on smoke remediation methods used at other fire training facilities.

1.1.3 **SCOPE C.** For the purpose of this Contract, the provision of design, engineering, construction documentation and specification for the FTF landscape including hardscape surfaces, stormwater filtration, and bioretention areas, gathering areas, pedestrian site features (such as circulation routes and perimeter fencing), and streetscape improvements, within the boundary of the FTF training grounds, excluding vehicular concrete streetscapes and curbs, gutters, and sidewalks. BOLA shall provide an Irrigation System Consultant for Scope C. The documents prepared by BOLA for Scope C shall be complete, coordinated, and standalone sections of the project phase documents prepared by the Consultant.

1.1.4 **Coordinated Set.** Consultant shall coordinate and integrate all Scope items A, B & C into one comprehensive set of design and Construction Documents.

**1.2 City Responsibilities.** The City's schedule of services includes basic services, subconsultant services, coordination requirements, QA/QC, Public Agency Coordination, Code Compliance, Design Phases, Bidding, Construction Phase and Project Close-out services for its specific work scopes.

## **2. Fixed Construction Budget Limit**

2.1. The fixed construction budget limit ("FCBL") for the Project is **\$152,631,579**, (One hundred fifty-two million, six hundred thirty-one thousand, five hundred seventy-nine dollars). If there is any change in that amount, it will be inserted into this Agreement by a written amendment. The "Design To" construction cost target at all Consultant deliverable milestones shall be five percent less than the FCBL or **\$145,000,000** (One hundred forty-five million dollars) for the entire Scopes A, B, and C Project, unless changed in writing by the City. In all instances, it is recognized that neither the Consultant nor City has control over the cost of labor, materials, or equipment, over the GM/GC's methods of determining bid prices, or over



competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the City's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared by or agreed to by Consultant. For the purpose of this Agreement the separate Scope B FCBL shall be **\$101,770,926** (One hundred one million, seven hundred seventy thousand, nine hundred twenty-six dollars) and respective "Design To" cost target shall be **\$96,682,380** (Ninety-six million, six hundred eighty-two thousand, three hundred eighty dollars).

2.2. The FCBL includes all the costs of construction, except for: (a) City's construction contingencies, (b) the cost of furniture equipment, telephones and business networks, (c) CM/GC Contingency, (d) CM/GC Pre-construction costs and (e) the cost of artwork that is to be incorporated in the Project as an integral building or site element and (f) the cost of all Consultant services.

2.3. The CM/GC, with the assistance of the City, is solely responsible for preparing the trade packages, and coordinating and confirming the Trade Bid Package, comply with the City approved LEED Gold credits, securing permits and subcontracts for all bid and negotiated subcontracts. The Consultant will cooperate with the CM/GC and the City and provide design assistance and coordination that is required to timely prepare the trade packages and subcontracts for bid and/or negotiation and award.

2.4. Should the City accept a subcontractor's competitive bid on any trade package, which price or bid is greater than the estimated cost for that trade package, there shall be no additional compensation (i.e., no correlative proportional increase in fee) to the Consultant.

2.5. During the Construction Bid and Negotiation Phase, the City intends to accept value engineering proposals submitted by trade subconsultant that will lower the cost of the Project. It is not intended for such cost savings to diminish the Project goal of achieving a LEED Gold certification by U.S. Green Building Council ("USGBC"). Any revisions to the approved 50% construction drawings as a result of the VE process by the CM/GC will be an Additional Service.

### 3. **Schedule of Services**

3.1. **Performance and Schedule Obligations.** Time is of the essence with respect to the performance of all provisions of this Agreement, and with respect to all Project schedules in which a definite time for performance by the Consultant is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace period provided for in this Agreement. The Consultant shall act diligently in anticipating and performing its required tasks in a manner so as to not unreasonably delay the commencement of any services or work with respect to the Project. In the event that the City directs a change to the plans and specifications, or any City agencies require additional time to complete their reviews or require additional review, and such change or delay is neither due to the fault nor in the reasonable control of the Consultant, and which impacts the Consultant's ability to meet the Design Services Schedule as set forth in Attachment 1 to this Agreement, the City shall modify the Design Services Schedule by written modification to this Agreement. In such event, the Consultant may request an equitable adjustment to its Basic Services Fee or may request an Additional Services Fee for the additional time and/or services required for the change, as

appropriate to the nature of the changed design and/or changed Schedule. The Consultant shall exercise the Standard of Care so that the completion of documents sufficient for bid shall be delivered in conformance with the dates indicated or as otherwise agreed to by the City and in consultation with CM/GC. The Consultant shall notify the City at the earliest possible opportunity with a full explanation, should it expect to miss a particular date, sufficient to allow the City to fairly assess the matter.

**3.2. Progress Schedule Submission and Approval.** Attachment 1 to this Agreement (Schedule of Services) is a preliminary schedule of services that shows in summary fashion the sequence of tasks required to complete the Project and the schedule for completing all of the services required under this Agreement. No later than fifteen (15) days after the date that the City issues a Notice to Proceed (NTP) to the Consultant, the Consultant shall submit a progress schedule of services in the form of a Microsoft MP to the City for its approval. At a minimum, the progress schedule must: (a) provide a schedule for completing each phase of the work required under this Agreement, (b) identify the tasks to be performed during each phase, and (c) identify the sequence in which key activities will be performed by the City, including review and approval by the City and any local, state or federal entities as may be required in order to complete the services required under this Agreement, but excluding detailed construction schedules. The Consultant shall adopt the schedule as a baseline schedule once it is approved by the City. Thereafter, the Consultant shall submit a monthly progress schedule to the City that shows the actual progress achieved that month as compared to the baseline schedule.

**3.3. Construction Administration and Compensation.** Should the Consultant be required to perform Construction Administration Phase services for a period beyond the date determined for Final Completion through agreement among the City, the Consultant and the CM/GC due to no fault of the Consultant, the Consultant is entitled to additional compensation and is obligated to provide complete and accurate documentation of all actual increased cost of performance of its services. If the construction is delayed beyond the scheduled Final Completion date due to the negligent acts, errors, and omissions of the Consultant, as determined by the City in its sole reasonable discretion, then the Consultant shall continue to provide Construction Administration services in accordance with this Agreement through the actual completion of construction at no additional charge to the City. The Consultant may submit any disputed amounts as a claim.

**3.4. Design Phase Authorization and Requirements.** Each design phase (Program Validation / Concept Design, Schematic Design, Design Development, and Construction Documents, Construction Bid/Negotiation, Construction Administration, and Warranty) shall be subject to a separate written authorization to proceed to be issued by the City. Work on a design phase shall not begin until the City has issued the appropriate written authorization to proceed. Work on a design phase shall be based on documents, if any, from the prior design phase approved by the City in writing (to the extent that such work is complete), any written directives by the City with respect thereto, and any adjustments to the Project or the FCBL that have been authorized by the City.

## **4. Consultant Responsibilities**

4.1. Consultant agrees to perform the following Services (as part of SCOPE B). All written Deliverables, including any copies, shall be submitted on recycled paper, and printed on double-sided pages to the maximum extent possible.

4.2. Deliverables shall include the following:

4.2.1. Consultant will be responsible for all on-site and specified off-site improvements and handle all other design elements as assigned by the City for Basic and/or Additional Services. Off-site improvements shall be limited to the design of underground utility connections to existing utilities and storm drainage systems in street or onsite, curb, gutters and sidewalks, curb cuts and repaving to the center line of Carroll Ave. Deliverables will include: complete design, documentation, and permit submission to Bureau of Streets & Mapping ([bsmpermitdivision@sfdpw.org](mailto:bsmpermitdivision@sfdpw.org)) for street improvements to the north half of Carroll Avenue (middle road to sidewalk, etc.) for the full width of the site, to meet City of San Francisco Street Standards.

4.2.2. Work or improvements to Armstrong Avenue is NIC excepting for FTF boundary security fencing or walls and retaining walls necessary to support the FTF site improvements. FTF boundary fencing, walls and retaining systems and/or soil stabilization shall be taken into consideration for grade variations with adjacent lots for the entire perimeter of the site.

4.2.3. Site work designs and improvements shall include the planned vacating and incorporation into the site of Griffith Street (Carroll Avenue to Armstrong Avenue), Bancroft Avenue (Griffith Street to Hawes Street), and Hawes Street (Carroll Avenue to Armstrong Avenue). The vacation of Griffin and Hawes Streets and all associated lot line adjustments and recording of deeds shall be the responsibility of the City.

4.2.4. All other off-site work including electric stop light systems, bike lanes, speed bumps and traffic calming systems is currently NIC.

4.2.5. City will provide a design level topographic survey **services** of the site including all property boundaries and easements and required geotechnical studies, **and** ongoing geotechnical consulting with test borings in locations identified by Consultant, and all soils hazardous material testing and abatement. The identification of all on and off site buried utilities including the location, structural loading capacity size and depth of the existing box culvert shall be the responsibility of the City. Approval for the discharge of FTF's storm water, and sewage into either the box culvert or the nearby smaller sewer system shall be negotiated by the City.

4.2.6. The Consultant will be required to develop the Project to the following milestones to allow the CM/GC and the City to issue the following specific trade packages simultaneously as a fully coordinated and complete set of design documents necessary to bid and build the Project. The following milestone deliverables or construction/bid documents apply:

(1) Design Criteria/Bridging Documents (100% Design Development) delivered to the CM/GC for: mechanical, electrical, and plumbing, systems for BOA prepared Scope A, and Consultant prepared Scope B, and BOLA prepared Scope C work. CM/GC will issue Design Criteria documents to design/build trade subcontractors for construction document preparation, permitting and bidding purposes at the completion of 100% Design Development.

(2) Early Civil Site Improvements: Documents will include site preparation, demolition, rough grading, cut and fill, site retaining walls, location and placement

of sub grades for; interior streets, Carroll Avenue improvements, Hawes Street site entry/exit improvements, interior campus, curbs gutters, sidewalks and building pads and the installation of all buried site utilities and storm water management systems.

- (3) Design, Construction and Bid Documents per the following:
  - i. All other disciplines: 100% Conceptual Design, 50% and 100% Schematic Design, 50%, and 100% Design Development
  - ii. All other disciplines: 50%, 95% and 100% Construction Documents.

**4.3. Basic Services.** The Consultant shall provide as its Scope B Basic Services all necessary architectural design, engineering, and other consulting services during the Design Phases and during all Construction Phases of the Project as required by this Agreement to design a complete and comprehensive Project, except for services designated as Additional Services as described in Appendix A herein. Basic Services are generally identified in and as subsequently modified by the agreement of the parties. All the parties providing any of these necessary services shall be licensed by the State of California.

4.3.1. Further, the Consultant will provide input when requested as to conceptual, design and constructability issues. The Consultant will work with, advise, and make timely and researched recommendations to the City's Program Director, City's Project Manager and Project Architect as to the best design options that satisfy the needs and concerns of the City.

4.3.2. The Consultant and the City will work together, based on an understanding that the Phase 2 Program documents completed by the City and Consultant team, require verification by the Consultant's Subject Matter Expert facility designers and engineers for programmatic and functional adherence to Fire Training Facility standards.

**4.4. Consulting Services.** The Consultant shall provide the following consulting services as part its Basic Services under this Agreement:

(1) Consult with authorized employees, agents and/or representatives and consultants of the City and as required or as requested by the City, to develop and complete the design phase, construction phase, and construction administration phase services of the Project.

(2) Review and validate furniture, fixture, and equipment required by City.

(3) Review program requirements, site surveys, existing record documents, seismic data, mechanical, geotechnical, and other test reports, environmental documents, and any other documentation furnished by the City. From an examination of the site and a review of available information and based on its experience and training, the Consultant shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend to the City in as timely a fashion as possible the manner in which it may be provided and needed services obtained to avoid any delay that could otherwise occur. Consultant is entitled to reasonably rely upon the accuracy of the services, information,

surveys, and reports provided by City or any its subcontractors or consultants but shall review the same in accordance with the Standard of Care.

4.4.1. **Sub-Consulting Services.** Contract for or employ, at the Consultant's expense within the Basic Services fee, Consultant's employees, and Consultant's subconsultants as may be necessary or required for the Consultant's specific scope of work excluding the work of BOA and BOLA, and their respective engineers and consultants including, but not limited:

(1) Associate Architect, Fire Training Facility Subject Matter Expert, Structural, Mechanical, Civil, Electrical, Plumbing, Fire Sprinkler and Acoustic Engineers; LEED consultant, Industrial Engineer, Cost Consultant, Code Compliance/Fire Life Safety Consultant and Fire Protection, AV, Telcom, Security & Low Voltage Technology; Lighting Design, Energy Modeling, Specifications, Waterproofing Systems; Elevator Systems; Graphics and Signage consultants; and other specialty consultants as may be necessary for complete design, or criteria design package as indicated by the City, of the Project; all parties shall be licensed by the State of California if so required. The Consultant shall submit any proposed changes to the subconsultants listed in Attachment 3 to the City for its approval.

(2) The City has elected to use the following Consultant subconsultants (Shared Subconsultants) for work managed by BOLA on Scopes A & C. The Shared Subconsultants will submit separate fee proposals and invoice separately for Scope A and Scope C work in addition to a separate fee proposal for Scope B work. The Shared Subconsultants will submit separate fee proposals and invoice separately for Scope A and Scope C work in addition to a separate fee proposal for Scope B work.

Shared Subconsultants	Discipline	Scope of Wok
Abercrombie Planning & Design	Subject Matter Expert	All Scope A & C work
AR Green Consulting	LEED	All Scope A & C work
BKF Engineers	Civil Engineer	All Scope A & C work
Clearstory Inc.	Signage & Graphics	All Scope A & C work
Cumming Management Group, Inc.	Cost Consultant	All Scope A & C work
Guidepost Solutions, LLC.	Low Voltage, Electronics, Security Systems	All Scope A & C work

#### 4.5. Designation of Key Employees and Consultants

(1) The Consultant's team members, including key employees and consultants, shall remain in charge of the professional services for the Project, as long as their respective performance continues to be acceptable to the City. A list of the Consultant's team members with their key employees and Attachment 3.

(2) **Maintenance of Key Personnel Involvement.** The Consultant commits to maintaining the continuous involvement of the designated and approved key employees for the entire duration of the Project through the Construction Administration Phase. Absent the death, physical or mental incapacity or departure of the key employees from their respective firms, or the dissolution of their respective firms, or approval in writing by the City to

a different commitment, the key employees have committed to provide their percentages of involvement for each phase as described in Attachment 3. The Consultant and the City are both fully aware that change in key personnel on a project can result in great detriment to the Project. Accordingly, any request by the Consultant to change the amount of the key personnel's involvement shall be made with sixty (60) days prior written notice and any approval or denial of such request shall be at the sole discretion of the City and not subject to challenge by the Consultant. The City reserves the right to audit the key employees' time records if there are concerns about the time commitments of the employees identified in Attachment 3.

(3) **Substitution of Key Personnel.** Because the evaluation of Consultants' Proposals was largely based on the qualifications of key personnel and because a change in key personnel on a project can result in great detriment to the project, the Consultant agrees to maintain the continuous involvement of the designated and approved key employees for the entire duration of the Project through the Construction Administration Phase. Consultant shall not substitute key personnel or change the amount of the key personnel's involvement as described in Attachment 7 without the prior written approval of the City. Requests for approval of substitutions shall be in writing and made at least thirty (30) calendar days prior to the proposed substitution. Such notification shall include a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested or needed by the City to approve or disapprove the request. Proposed substitutes must have qualifications that are equal to or higher than the key personnel being replaced. The City shall evaluate such requests and promptly notify the Consultant in writing whether the proposed substitution is acceptable. Approval or denial of such request is at the sole discretion of the City. The City reserves the right to audit the key employees' time records if there are concerns about the time commitments of the employees identified in Attachment 3. Failure to notify City prior to substitution of key personnel may result in City withholding payment(s) due.

(4) **Additional Staff.** The Consultant will assign additional staff as needed to complete all the services required by this Agreement at no cost to the City.

4.6. **Collaboration with CMGC.** The Consultant, its officers, agents, employees, subconsultant, consultants and any other persons or entities for whom the Consultant is responsible, shall provide all of the services required under this Agreement in a manner consistent with the CM/GC Contracting method. Among other things, this will require the Consultant, at no additional cost to the City, to:

(1) Work closely with the CM/GC and its team during the pre-construction and construction phases of the Project and coordinate its work vis-a-vis the design with the services required of the CM/GC in its contract with the City, and

(2) Prepare plans and specifications for discrete portions of the work as described in 1.1.4 or in the sequences that the Consultant and the CM/GC reasonably agree are appropriate for the timely completion of the Project. The CM/GC will use the plans and specifications to prepare separate trade packages for all the subconsultant who will construct the Project. Trade package may be awarded concurrently with other trade packages or individually, at different points in time, which may result in the Consultant completing portions of the design after commencement of construction of the Project and/or providing construction phase services before completion of all design phase services.

(3) The CM/GC will join the City team at the initiation of the Design Development Phase and provide Design Assist services to the Consultant team and City throughout the project. Design Assist services includes the provision of independent construction cost estimates, peer reviews, constructability reviews, and QA/QC reviews of the Consultant's, BOA's, and BOLA's DD, and CD documents.

(4) Construction staking and construction phase survey services and coordination shall be by CM/GC.

4.6.1. **Communication with CM/GC and City.** The CM/GC and its Subconsultants will, among other things, perform pre-construction and construction phase services including design assistance and review. The City retains the CM/GC solely for the City's benefit. The services rendered by the CM/GC will not operate to change or reduce the Consultant's responsibilities under its Agreement with the City. The Consultant may communicate directly with the CM/GC, but the Consultant shall promptly copy the City on all written communications between the two and promptly confirm in writing to the City the substance of all material, oral communications between the two. In no event shall the Consultant issue any communication directing changes that impact time, cost, or quality (including, but not limited to substitutions) for the Project without express written authorization from the City. This mode of contracting is also described in §6.68 of the San Francisco Administrative Code.

4.6.2. **Coordination with CM/GC and its Subcontractors.** The Consultant shall coordinate its work with the CM/GC and its subcontractors, and collaborate with each of them in a manner consistent with the Construction Manager/General Consultant Mode of Contracting as defined herein. The Consultant shall use and manage BIM applications and methods as an integral part of this effort, as described in the BIM Management Plan and Delivery Matrix. The Consultant shall participate in meetings and workshops with the CM/GC and its team for purposes of design coordination and design review for accuracy, constructability, and value engineering. BOA and BOLA shall separately coordinate its work with the CM/GC and its subconsultants and collaborate with each of them in a manner consistent with the CM/GC Mode of Contracting defined herein.

4.6.3. **Coordination of Design Team.** Commensurate with the standard of care, the Consultant shall coordinate its work with the work of all its consultants to produce comprehensive, complete, coordinated, and accurate drawings and specifications. The Consultant shall use and manage BIM applications and methods for all portions of the Project. BOA and BOLA will be solely responsible for the coordination of all its consultants to produce comprehensive, complete, and coordinated and accurate drawings and specifications for its Scope A and Scope C work. CM/GC will be solely responsible for the coordination of its Design/Build Trade Contractors, to produce comprehensive, complete, coordinated, and accurate drawings, and specifications for their work.

#### 4.7. **Consultant Communication and Documentation.**

4.7.1. **Coordination with the City.** The Consultant and key members of its design team shall meet bi-weekly with the Program Director, Project Manager, Project Architect, the City staff, consultants, and others as directed by the Program Director and Project Manager so as to keep the design and/or construction on budget and on schedule. Design Team includes

the Consultant's Key Employees and consultants assigned to work on this Project as described in Attachment 3 of this agreement.

(1) The Consultant shall assist in establishing a means of electronic communication using the mutually agreed to software or equivalent software program employed by the City, and fully participate in the City's effort to develop electronic files for this Project.

(2) The Consultant shall assist the Program Director and Project Manager in developing requests for proposals and/or requests for qualifications to acquire additional professional services from specialized consultants that the City deems necessary for the successful completion of the Project.

**4.7.2. Coordination with Public Agencies and Public Utilities.** The City shall lead the Public Agency and Public Utility Permit Application Process. Consultant shall assist in coordination of subconsultants with the City and the City's agencies, including the Fire Department, and all other state and federal public agencies and/or utility providers and Fire Training Facility operations staff as necessary to identify design requirements that affect the Project, review designs, and obtain agency and/or utility provider approvals. Where engineering designs would be prepared by such agencies and utility providers, assist in coordination of their designs with the Project, and incorporate their designs into the Construction Documents and/or Contract Documents.

(1) **Coordination with San Francisco Departments:** Assist in coordination of subconsultants with departments of the City and County of San Francisco as necessary to determine relevant City requirements, develop and review designs, and obtain required City approvals. Such departments include, but are not limited to, the Department of Public Works, Department of Environment, Department of Building Inspection, and Redevelopment Agency (currently known as Office Community Investment and Infrastructure (OCII)).

**4.7.3. Meetings with the City and Others.** The Consultant shall attend meetings concerning the Project with the City, CM/GC, and others as necessary, including the following, to the extent required:

(1) Client and Team Meetings and Charrettes: Attend meetings to review and validate the design bridging documents and develop and coordinate the design.

(2) City Departments and their Staff including the Department of Public Works, and Planning Department: The purpose of these meetings will be to assist the Program Director and Project Manager to present design concepts, solicit comments and answer questions, and report on the progress of the Project.

(3) City agencies including SF Fire Department, Department of Building Inspection, Current Planning, PUC, and other agencies: Attend meetings primary design led to coordinate and obtain comments, permits and approvals.

#### **4.8. BIM Management and Coordination Plan for City Project**

**4.8.1.** Consultant provides BIM Management solution for all disciplines involved in the Project except for consultants not producing Revit based CAD drawings. This includes but not is not limited to BIM strategic planning, staff communications, development of



standard documents and templates for Revit, plan the model structure, reviewing and auditing Models.

4.8.2. **Use of BIMs.** The Consultant shall develop, manage, and maintain multi-dimensional design BIM's and reports, integrating information from engineering disciplines to collaborate and fully coordinate the design and construction features as described in the BIM Management Plan and Delivery Matrix. The Consultant shall provide such models to the CM/GC for purposes of verifying constructability, compatibility, and compliance with design intent. The Consultant shall consult with the CM/GC and provide the CM/GC an opportunity to review and comment upon all designs, drawings, models, and other materials developed by the Consultant. The Consultant shall incorporate into the Design BIM and Construction Documents constructability refinements resulting from the interactive collaboration with the CM/GC including accepted value engineering proposals. Before starting work on the project, Consultant shall develop BIM Execution Plan (BxP) and Model Development Matrix (**see Attachment 4**) based on the *AIA Document E2002 - 2022 BIM Exhibit for Sharing Models with Project Participants*. As soon as CM/GC is on board, BxP shall be revised to reflect CM/GC's involvement in the BIM workflow. City shall review and approve initial documents and subsequent changes. *AIA Document E2002 - 2022 BIM Exhibit for Sharing Models with Project Participants*, which will be used to specify the level of detail required in the Design, CM, and As-Built BIMs) and the system development level at agreed upon milestones. The Consultant is not expected to prepare standalone Construction Documents and Specifications for each trade package. While the CM/GC is responsible for preparing the trade packages, and securing respective permit approvals, the Consultant will cooperate with the CM/GC and provide design assistance and coordination that is required to timely prepare the trade packages and subcontracts for bid and/or negotiation and award.

4.8.3. **Use of CM BIM.** The CM/GC will develop, manage, and maintain a multi-dimensional CM BIM or BIM's during construction to collaborate with the Consultant. The CM/GC provide ongoing clash detection using BIM. The CM/GC shall utilize the CM BIM(s) to verify constructability and to develop cost estimates, sequencing plans, and schedule. The CM/GC shall consult with the Consultant to review the outcomes of the BIM clash detection reports regularly, and at minimum two weeks prior to the completion of each Design Phase, and comment upon designs, drawings, models, and other materials developed by the Consultant.

4.8.4. Nothing in the foregoing shall create any contractual relationship between the City and any consultants employed by the Consultant under the terms of this Agreement. The Consultant is as responsible for the performance of its consultants as it would be if it had rendered these services itself. The Consultant's services are intended for the sole benefit of the City and are not intended to create any rights or benefits to third parties.

4.9. **Quality Assurance/Quality Control.** Quality Assurance/Quality Control (QA/QC) are the responsibility of the Consultant, and shall be rendered as defined in [Appendix F]. The Consultant shall provide the City the QA/QC plan the Consultant intends to utilize for the Project for approval by the City. At the indicated percentage of completion shown as milestone dates of each phase, the Consultant shall provide to the City documentation that evidences the completeness of the QA/QC activity for that phase. The review and acceptance by the City of this documentation is, in part, a necessary precondition for establishing the completion of the phase and the approval to continue on to the next phase.

#### **4.10. The City Cost Change Control Procedure**

4.10.1. During all phases of the Project, the Consultant shall cooperate with the City and the CM/GC to control design and scope changes that could affect the cost of the Project. The Consultant shall comply with a Cost Change Control Procedure to be established by the City for the Project. The Cost Change Control Procedure is intended to serve several purposes, including:

- (1) Assuring that the Project requirements are met,
- (2) Assuring timely and regular estimates of construction costs as the design is developed to ensure that these costs remain within the FCBL,
- (3) Assuring that all proposed changes to the design include an analysis of the cost impact of those changes,
- (4) Avoiding unnecessary re-design work by the Consultant, and
- (5) Avoiding unnecessary additional costs to the CM/GC or the City.

4.10.2 The Consultant shall promptly inform the City of any proposed changes to the design or to the scope of the Project, that would, in the Consultant's opinion, affect the estimated (whether increased or decreased) construction cost for the Project. The Consultant shall review with the City the benefits as well as costs of the proposed changes. For each significant proposed change, the Consultant shall submit to the City a completed Change Request Form, (provided by the City), that describes the proposed change and analyzes the impact the change is likely to have on the cost to build the Project. Should the proposed change increase the estimated cost of the Project, the Consultant shall cooperate with the City to identify other changes to the Project that could reduce and/or offset the cost of the proposed change.

### **5. Design Phases**

5.1. The following design phase requirements describe the Consultant's Scope B responsibilities for the design of its specific project components only and does not apply to the provision of services for the design of Scopes A and C elements prepared by BOA or BOLA.

5.1.1. Upon execution of the Agreement the City will issue a separate Notice-to-Proceed (NTP) authorizing the Consultant to perform design services for each design phase of the Project as set forth below in and as applicable by Program increments. The parties understand and agree that those services delineated in Attachment 3 are to be performed only upon the written NTP by the City. While the City intends to authorize the Consultant to provide the Design Services described below and in Attachment 3 the City shall do so only when (a) sufficient funds for such services have been appropriated in accordance with the budget and fiscal provisions of the City and, (b) the City, in its reasonable discretion, without waiving any rights, has found that prior services of the Consultant to date have been adequately performed and completed.

5.1.2. The Consultant must obtain design review approval for each design phase. The City is not obligated to pay Consultant for 100% complete services attributable to a design phase until the Consultant has obtained design review approval for the preceding phase. Design services shall be invoiced monthly based on a percentage of completion basis.

(1) The Consultant shall Create a systems checklist for selection and approval of systems to be included in the Project such as utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment, including the coordination and management of required LEED certification documentation.

(2) The Consultant shall Update strategy and goals for achieving minimum of LEED Gold v. 4.1. Assist the City with registering the Project with the U.S. Green Building Council (USGBC).

(3) The Consultant shall Prepare a report with narrative description of all Scope B components and facilities in the Project, code requirements, including the general types of construction by architectural and engineering disciplines, furnishings, equipment, outline specifications and preliminary seismic, Title 24 disability access, energy, mechanical and electrical load calculations and operating costs and the City, state, and federal disabled access features. Include a list of recommended finish materials and colors.

## **5.2. Program Verification/Concept Design Phase**

5.2.1. Based upon the approved Phase 2 Program dated March 2, 2023, findings, Consultant will prepare alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches consistent with achievement of the LEED Gold Sustainable Design Objective. Consultant and BOA and BOLA shall reach an understanding with SFFD regarding the overall requirements of the Project. Scope this phase includes:

(1) Prepare an overall (Scopes A, B & C) conceptual site plan. Showing street scape, building blocks, parking garage or on-site parking, driveways, proposed site amenities and building support spaces. (No less than three concepts.)

(2) Prepare overall floor plans for each Scope B floor level. Showing Scope B occupied buildings, live fire training props a simulation training structure including circulation paths, corridors, vertical circulation (stairways and simulated elevator.)

(3) Prepare conceptual floor plans for each Scope B program element. (Up to three refined, fully developed concepts).

(4) Prepare conceptual exterior elevations. (Up to three concepts).

(5) Provide building/site sections.

(6) Prepare program stacking diagrams.

(7) Prepare massing models for each concept.

(8) Incorporate BOA prepared Scopes A and C elements into overall site master plan and massing model.

(9) LEED meetings and coordination, collect catalog cut-sheets of new owner-furnished equipment if any.

(10) Prepare narrative for program descriptions, fire training requirements report, and site analysis report.

(11) Written Design Criteria Narrative

(12) Coordinate work of A/E Team and BOA/BOLA

5.2.2. Prepare Concept Design Phase Construction Cost Estimate: Consultant shall prepare a construction cost estimate at 100% Concept Design and reconcile that estimate with the independent construction cost estimates prepared by the City.

5.2.3. **Cost Estimating.** The following construction cost estimates shall be provided by the Consultant. 100% Program/Concept, 100% Schematic Design, 100% Design Development, 50% Construction Documents and 95% Construction Documents. Consultant's cost consultant shall attend construction cost meetings and provide services to reconcile the independent construction cost estimates prepared by the City or CM/GC at each cost milestone. VE services after 50% Construction Documents are an Additional Service per this contract.

### 5.3. Schematic Design Phase (SD)

5.3.1. Based upon the approved conceptual design and budget, Consultant shall prepare Schematic Design Documents for the City's approval. The Schematic Design Documents will consist of drawings and other documents, including site plan, preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials will be noted on the drawings or described in writing. Consultant will coordinate and incorporate the work of BOA and BOLA into the Schematic Design Documents. Scopes A and C documents shall be separately prepared and coordinated by City.

(1) **Pre-design meeting:** The design team shall meet with the City and SFFD to discuss various issues of the project prior to starting the schematic design phase. (Architectural, SME, structural, civil, landscape, cost estimator, sustainable LEED, acoustical, mechanical, and electrical to attend). Design Criteria Documents: Consultant shall prepare separate SD level design criteria drawings and documents for the early core MEP trades and design-build components for review by City.

(2) Prepare Construction Cost estimate at 100% Schematic Design Documents and reconcile that estimates with the independent construction cost estimates prepared by the City.

### 5.4. Design Development Phase (DD).

#### 5.4.1. Design Development Process

(1) Based the approved Schematic Design Documents and budget and upon receipt of written NTP from the City, Consultant shall prepare Design Development Documents for City's approval. The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and will consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. Consultant will coordinate and incorporate the work of BOA and BOLA into the Design Development Documents. Scopes A and C documents shall be separately prepared and coordinated by City.

(2) The Consultant will advise the City of the sufficiency and appropriateness of the design delineated thus far in the provided documents and identify

opportunities for functional enhancements and/or revisions of purpose and value for the City to review.

(3) Prepare DD Phase design drawings and other documents to fully illustrate and describe the refinement to the design of the Project, establishing the scope, relationships, form, size, and appearance of the Project by means of plans, sections and elevations, construction details typical for this type of project and this type of project delivery, and equipment layouts. The Design documents shall include specifications following CSI Master Format standards that identify major materials and systems and establish in general their quality levels.

(4) Prepare sub trade Design Criteria/Bridging Documents (100% Design Development) to be used as the basis of design by CM/GC for Design/Build MEP sub trade contractors.

(5) Manage, further develop, and maintain multi-dimensional building information models and reports necessary to collaborate and coordinate design and construction features with CM/GC for purposes of verifying constructability, compatibility, and cost. The Consultant shall participate with the City to establish an interactive and integrated design, review, and approval process with the CM/GC. Incorporate into the Design documents the design and constructability refinements resulting from the interactive collaboration with the CM/GC.

(6) The Consultant will be responsible for the preliminary layout, design, and detailing of all furnishing, fixture or equipment that is permanently attached to the Project building by means of adhesives, mechanical fasteners and/or any other device that secures a fixture to the building paid out of public funds or defined areas.

(7) Develop selection and approval of systems to be included in the Project such as Class A fuel and LPG, Class B gas fired props, fire water training hydrant systems, Class A fire water filtration systems, Class B exhaust filtration systems, utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment.

(8) Update and modify the format of the Opinion of Probable Construction Cost Estimate submitted for DD phase of Design documents as related to Consultant's disciplines.

(9) Review all Design documents with the City, CM/GC, and revise documents, estimates and schedules as necessary in order to incorporate all of the comments.

(10) Prepare Construction Cost estimates at 100% Design Development Documents and reconcile those estimates with the independent construction cost estimates prepared by the City or CM/GC.

#### **5.4.2. Design Management and Coordination**

(1) The Consultant to compile, prioritize, organize, and coordinate consultants' reviews.

(2) Actively participate in necessary design meetings and workshops with the City's Program Director, City's Project Manager, City's Architect and CM/GC to secure all approvals from all appropriate stakeholders and authorities.

(3) Actively participate in necessary pre-application meetings, initiated by the City and coordination with agencies such as DBI, Fire, PUC, PG&E, and other reviewing authorities.

(4) The Consultant shall expressly identify and obtain approval from the City prior to including deferred submittal design-build elements in the design, except for those disciplines already indicated in this Agreement as design-build scopes, including mechanical, electrical, and plumbing systems.

(5) Prepare materials to be used in the Project as reasonably necessary to perform Basic Services, to obtain required permits and approvals, and to make presentations to community groups and stakeholders.

(6) Prepare and maintain multi-dimensional (minimum of three dimensions) BIM models and reports necessary to collaborate and coordinate design and construction features with the CM/GC and its Subconsultant for purposes of verifying constructability and compatibility. The parties recognize that the BIM is an interactive tool to aid the Consultant and the CM/GC in their efforts to better coordinate the design and construction of the Project. The Consultant and its designated BIM Manager are responsible for managing the BIM until all necessary approvals have been achieved through bid/award. The CM/GC and its designated BIM manager will assume principal responsibility for managing the BIM thereafter. In all cases, however, it remains the Consultant's responsibility to prepare, (in whatever manner or form the Consultant, in its professional judgment, deems appropriate), all of the documents that are necessary to secure permits from all agencies that have jurisdiction over the Project. BOA and BOLA shall prepare and maintain a separate multi-dimensional BIM model for Scopes A and C program elements utilizing the same BIM Revit program as Consultant and ensure it is fully compatible for inclusion and modeling in the overall site BIM model prepared and managed by Consultant. CM/GC shall prepare all documents that are necessary to secure permits from all agencies that have jurisdiction and approval over early trade bid packages.

(7) Update systems checklist for selection and approval of Scope B systems to be included in the Project such as utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment, including the coordination and management of required LEED certification documentation for Scope B elements of the project.

(8) Assist City with updating strategy and goals for achieving minimum of LEED Gold v 4.1. Assist the City with registering the Project with the U.S. Green Building Council (USGBC).

(9) Update narrative report with narrative description of all components and facilities in the Project relating to Scope B disciplines by the Consultant including, code requirements, including the general types of construction by architectural and engineering disciplines, furnishings, equipment, outline specifications and Title 24, energy, mechanical and electrical load calculations and operating. Include a list of recommended finish materials.

(10) The Consultant shall at defined completion milestone conduct its Scope B, QA/QC of the drawings and specification based on its QA/QC plan approved by the City evidenced to show that QA/QC has been implemented.

(11) The Consultant will conduct a review of the Scope B Construction Documents for completeness.

## **6 Design Changes**

6.1 No substantive change shall be incorporated into the design documents unless it has been approved by the City in writing.

6.2 The Consultant shall maintain a Design Change Log of all recommended, pending, approved and incorporated changes for Scope B Work, and submit the Change Log to the City monthly during the design phase beginning with the NTP of Design Development Services.

6.3 The City approval of any change shall not entitle the Consultant to a change in Consultant's compensation, unless approved in writing by the City.

## **7. Construction Document Phase.**

7.1. Upon approval of the Design Development Documents and budget and receipt of written NTP from the City to proceed with the Construction Document Phase, the Consultant shall:

7.1.1. Prepare, from approved Design Development Phase documents, Construction Documents setting forth in detail the requirements for construction of the Project. The Construction Documents shall include all site and building plans, sections, elevations, enlarged plans, and details reasonably necessary to construct the Project as related to Consultant's disciplines. Consultant will coordinate and incorporate the work of BOA and BOLA into the Construction Documents. Scopes A and C construction documents including LEED Gold compliance and specifications shall be separately prepared and coordinated by City. Specifications shall include technical specifications conforming to CSI/MASTERFORMAT standards (50 Divisions), describing technical criteria, standards, and requirements for elements of the Project. Drawings and Specifications shall establish in detail the quality levels of materials, systems and equipment required for the Project.

7.1.2. Manage, further develop, and maintain multi-dimensional building information models and reports necessary to collaborate and coordinate design and construction features with CM/GC for purposes of verifying constructability, compatibility, and cost. The Consultant shall consult with the CM/GC and provide the CM/GC an opportunity to review and comment upon all designs, drawings, and other materials developed by the Consultant during the Construction Document phase. Incorporate into the Construction Documents the design and constructability refinements resulting from the interactive collaboration with the CM/GC including accepted value engineering proposals and value engineering proposals from trade contractors during bidding (see 6.2 Value Engineering Integration Phase). The Consultant is not expected to prepare stand-alone Construction Documents and Specifications for each trade package. While the CM/GC is responsible for preparing the trade packages, the Consultant will

cooperate with the CM/GC and provide all design assistance and coordination that is required to timely prepare the trade packages and subcontracts for bid and/or negotiation and award.

7.1.3. Consultant cost estimate and coordination review services for the early trade bid packages shall be limited to review of quantities and unit costs only.

7.1.4. Participate and assist in the final selection and approval of the Scope B systems to be included in the Project such as utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment, including the coordination and management of required LEED certification documentation. The LEED boundary shall be limited to occupied buildings only, unless expanding the boundary improves opportunities to achieve LEED Gold or higher. Continue to monitor and evaluate LEED certification targets including tracking probable LEED point achievements through forecasted LEED Certification Scorecard format.

7.1.5. Prepare Construction Documents, including specifications, in full compliance with all applicable building codes, ordinances, other regulatory requirements, and applicable the City departments and utility providers. Consultant shall assemble and submit final construction documents to all agencies with jurisdiction. As necessary, review construction documents with agencies and revise and re-submit them as required to secure all necessary permits. Coordinate with BOA and BOLA for any required revisions and resubmissions related to their scopes.

7.1.6. The Consultant shall prepare the Scope B Technical Specification Section of the Project Manual as related to the Consultant's Scope B disciplines. City shall provide and coordinate all front-end specifications including Division 01 for the Project Manual with the Consultant's specifications writer. BOA and BOLA shall separately prepare and coordinate technical specifications for Scopes B and C work.

7.1.7. Prepare Construction Cost estimates at 50% and 95% Construction Documents and reconcile those estimates with the independent construction cost estimates prepared by the City or CM/GC. Cooperate and coordinate with the Program Director, Project Manager, Project Architect, and the CM/GC to reconcile any differences with the City's and/or the CM/GC's or its Subconsultants' estimates of construction costs and the FCBL.

7.1.8. If the estimated construction cost at the Construction Documents Phase for any trade package exceeds the initial construction cost estimate for that trade package, the City may, at its discretion: (1) give written approval of an increase in the estimated cost for that trade package provided that the bid or negotiated price for that package is equal to or less than the estimated cost for that package, or (2) if the bid or negotiated price for that trade package exceeds the cost estimate, the City may accept the higher price after reasonable opinion from the Consultant, and in consultation with the CM/GC and Construction Management consultant, that the cost of subsequent trade packages along with the cost of already bid and/or awarded trade packages will not exceed the FCBL. The preparation of early trade bid packages includes the CM/GC's sole responsibility for the application and securing of all permits and approvals. The cost of any VE redesign services after approval of the 50% Construction Documents by the City associated with early trade bid packages shall be an Additional Service.

7.1.9. The Consultant shall participate with the City to establish an interactive and integrated design, review, and approval process with the CM/GC. The Consultant shall



furnish a Drawing and Report Set of all construction documents to the City, including Scope A and C documents separately prepared by BOA/BOLA for approval at 50% and 95% completion, and revise them if required and directed by the City. The Consultant shall not be responsible for the timely performance, accuracy and/or submission of BOA/BOLA Scope A or C, or CM/GC early Trade Bid package work or deliverables.

7.1.10. Unless directed otherwise in writing by the City, the Construction Document phase shall not be considered 100% complete until the Consultant has received all required agency and the City's approvals and/or permits.

7.1.11. The Consultant, all subconsultants, BOA, BOLA and CMGC shall represent, in writing, that to the best of their knowledge, information and belief, the final Construction Documents prepared by Consultant and CM/GC, except for deferred submittals, are complete, fully coordinated and ready for bid, that they have reviewed the drawings in total and that their own work has been coordinated into the Construction Documents. At any time during the Consultant's performance of design services, and upon completion of the final Construction Documents phase, the City may retain architectural/engineering consultants to conduct a peer review of the Construction Documents for constructability and completeness. This peer review, if performed, shall be performed for the benefit of the City and shall in no way decrease the obligation of the Consultant to produce a comprehensive, complete, and accurate set of construction documents including plans and specifications for the Project as required by this Agreement.

7.1.12. The Consultant shall at 50% and 95% completion milestone conduct its QA/QC of the drawings and specification prepared by Consultant based on its QA/QC plan approved by the City evidenced to show that QA/QC has been implemented.

7.1.13. The Consultant will conduct a peer review of the Construction Documents for constructability and completeness.

7.1.14. Assist the City and its CM/GC to coordinate with and secure all necessary approvals from all appropriate stakeholders and regulatory authorities including submitting Site Permit, Building Permit and Addenda, Site Preparation, Foundation and Excavation and Shoring, and Electrical Switchgear.

7.1.15. Upon written approval by the City of the Drawing Set, provide the City with a set of final Construction Documents ready for bidding. Said Construction Documents shall include any previously issued bid packages and documents prepared by BOA and BOLA. Final Construction Drawings and the certification page of the specifications submitted to the City for bidding purposes shall be signed and stamped by the Consultant or its consultants, as appropriate.

7.1.16. Together with its subconsultants and BOA the Consultant shall make presentations to the City and State agencies, stakeholders and community groups as directed by the Program Director or Project Manager.

7.1.17. Provide to the City Program Director, City Project Manager and City Project Architect for his or her review and approval, electronic copies, including PDF files, CAD files, and BIM models, of all compiled complete project drawings sets and complete specifications, draft Drawing Sets, as requested at approved drawing scale.

7.1.18. If requested by the City, assist in the prequalification of sub-contractors to the CM/GC during bidding phase.

## **8 Construction Phases.**

8.1 BOA and BOLA shall be separately responsible for the provision of Construction Phase Services described below for Scopes A and C work as coordinated by Consultant.

8.1.1 The parties understand and agree that those services delineated below as Construction Phase Services are to be performed only upon the written direction of the City. While the City intends to authorize the Consultant to provide the Construction Phase Services, the City shall do so only when (a) sufficient funds for such services have been appropriated in accordance with the budget and fiscal provisions of the City; and (b) the City, in its sole discretion, without waiving any rights, has found that prior services of the Consultant to date have been adequately performed and completed. Upon authorization by the City, the Construction Phase Services become part of Basic Services.

8.1.2 There will be multiple trade packages for the Project, which consist of site preparation package, early sub trade MEP packages and the building package. The CM/GC is responsible for preparing all of the trade packages and securing trade package permit approvals required for LEED Gold approval by USGBC, and to construct the Project. Trade packages will likely be awarded by both negotiation and competitive bid. Some or all of the trade packages may be assembled and negotiated or bid concurrently and/or negotiated or bid separately from other portions. During the preparation, negotiation, or bidding of each trade package, the Consultant shall assist the City and the CM/GC as necessary with clarifying the scope and intent of the trade packages and with the preparation of all necessary addenda.

8.2 **Construction Services.** Construction Services shall consist of the following phases of work.

8.2.1 **Construction Bid / Negotiation Phase.** Upon commencement of the solicitation of bids/negotiations phase by the City, the Consultant shall:

- (1) Participate in and assist the CM/GC and the City with pre-bid conferences, if any, for the construction trade packages.
- (2) Prepare responses to bidders' questions, interpret Construction Documents, evaluate requests for substitutions and prepare addenda for clarifications, and assist the CM/GC and the City as required in responding to bidders' questions.
- (3) Provide the City with electronic originals of all addenda to be issued and provide copies to the CM/GC.
- (4) Assist the CM/GC and the City with reviewing and evaluating all bids submitted and making recommendations for awarding trade subcontracts.
- (5) Following the approval of the Construction Documents, provide as an additional service redesign services as may be required to remain within FCBL. Such redesign services may include incorporating value-engineering proposals made by the CM/GC or any subconsultant and accepted by the City if those are required to bring the Project within FCBL.

(6) Upon award of the trade subcontracts, work with the City to provide a consolidated a Conformed Set of Construction Documents with all addenda, permit plans, accepted bid alternates and construction bulletins incorporated into appropriate specification sections or drawing sheets. Provide the CM/GC and the City with an electronic copy of conformance set “For Construction” Drawing Set and Project Manual including Specifications. BOA, BOLA, and CM/GC shall separately prepare their respective sections of the conformed set and provide BIM files to Consultant.

**8.2.2. BIM Management for Design and Construction.** The Consultant shall work with the City to develop, manage, and maintain the Design BIM(s) incorporating responses to RFI's, clarifications, ASI's, DDC's and Consultant-issued documents arising from Change Orders to maintain a current As-Planned BIM through a web-based BIM 360 construction management system. The CM/GC shall use the As-Planned BIM to keep current their own CM BIM(s) to verify constructability and costs, sequencing plans, and schedules. At the conclusion of construction, the CM/GC will prepare a BIM reflecting the "As-Built" conditions of the Project based on the Consultant's As-Planned BIM. The AIA E 202 will be used to specify the level of detail required in the model(s).

**8.2.3. Value Engineering Services During Bid:** The City intends to accept value engineering proposals submitted by trade subconsultant that will lower the cost of the Project. Upon submittal of value engineering proposals during Construction Bid/Negotiations phase and before award of trade package contracts, the Consultant shall:

(1) Assist the City and CM/GC with review and evaluation of the value engineering proposals submitted.

(2) Interpret and assess the proposals and make appropriate recommendations, with supporting documentation and data, to the City and CM/GC for consideration.

(3) Incorporate selected value engineering proposals into the plans and specifications as an additional service.

(4) Value engineering proposals submitted after 50% construction documents and accepted prior to award of trade packages shall be incorporated by the Consultant and compensated as an additional service. Fees to incorporate Value Engineering changes to the design proposed by CM/GC or trade sub-contractors after award of trade packages shall be paid as additional services.

(5) The amounts included for Value Engineering phase is a not-to-exceed allowance, not a lump sum quote. Any unused balance shall be deducted from the Contract Sum and revert to the City.

### **8.3. Construction Administration Phase**

#### **8.3.1. Consultant Responsibilities.**

(1) Upon Written NTP from the City to the Consultant to proceed with Construction Administration Phase Services the Consultant shall provide services during the Construction Administration as set forth below.

(2) The Consultant and its subconsultants shall fulfill all duties and requirements pertaining to Consultant of Record and Engineer(s) of Record as required by code.

(3) BOA and BOLA shall be separately responsible for the provision of Construction Phase Services described below for Scopes A and C work. BOA/BOLA shall coordinate with Consultant for the provision of timely and responsive services for the integrated Scopes A, B & C Project during the Construction Phase. CM/GC shall be solely responsible for Construction Phase services for Trade Bid package work.

(4) Compile and update checklists of all testing, equipment startups, submittals, warranties, guarantees, maintenance and operation manuals, extra stock and all other close-out documents that are required of the CM/GC by the Contract. CM/GC shall independently maintain its own checklist and provide an updated list on a monthly basis to the City and Consultant. Consultant shall review the CM/GC's monthly list during the course of construction and provide a final status report of the CM/GC's performance for this requirement by the end of construction.

(5) Work with City to prepare, submit, and administer final LEED certification documentation as required by the U.S. Green Building Council (USGBC).

(6) The CM/GC shall be solely responsible for scheduling, purchase, and installation of long lead items necessary for the orderly progress of the work. Late acquisition of materials may impact the timely completion of the project. Any delays associated with the late ordering or acquisition of materials or services by the CM/GC shall be the sole responsibility of the CM/GC.

#### **8.3.2. Submittals and RFIs.**

(1) Unless otherwise agreed by the City, the Consultant shall review, approve or otherwise act upon RFIs and mock-ups within an average of ten (10) working days and no more than fifteen (15) working days, and submittals, shop drawings and substitution requests within an average of ten (10) working days and no more than fifteen (15) working days. If the Consultant expects that the review of any materials and/or communications will oblige longer than a fifteen 15-day consideration, the Consultant shall notify the City and CM/GC in writing within five (5) days of the receipt of the pertinent documents stating the reasons why a delay is expected, and what actions it intends to take to ensure the timeliest response practicable. The construction specifications will be prepared to require the CM/GC to prepare all necessary design documentation to support its substitutions or value engineering proposals.

(2) Should accelerated review of submittals or RFIs be necessary to allow for the early buy out of subcontracts or placement of material orders due to product scarcity, manufacturing or logistic delays, the CM/GC, the City and Consultant shall develop a prioritized "Hot" RFI or Submittal Review process. Hot RFIs will be reviewed first, pushing reviews of lower priority RFIs or submittals back into the schedule. Review of lower priority RFI's beyond the contractual review durations due to the implementation of the Hot RFI process shall not be deemed to be "late" or contribute to a claim of delay on the part of the CM/GC or City.

i. If more than 5 RFIs are submitted per day (more than 25 RFIs per week), the Contractor shall prioritize RFIs responses needed based on most to least critical. Due dates based on fifteen (15) day duration will be adjusted accordingly.

ii. The CM/GC shall be solely responsible for scheduling, purchase, and installation of long lead items necessary for the orderly progress of the work. Late

acquisition of materials may impact the timely completion of the project. Any delays associated with the late ordering or acquisition of materials or services by the CM/GC shall be the sole responsibility of the CM/GC.

**8.3.3. Supplemental Drawings and Specifications.** As directed by the City the Consultant shall assist the City to prepare and distribute electronically supplementary drawings and specifications for Scope B work in response to RFIs, or as otherwise required to clarify the design intent of the Construction Documents, or to document Change Orders and Construction Change Directives by the City as related to subconsultants. The Consultant shall respond to the CM/GC's requests for information; provided, however, that the Consultant is not required to provide information that is already reasonably available to the CM/GC from a careful study of the Contract Documents, field conditions, or prior Project correspondence or documentation. The City will prepare and effect any required contract modifications and change orders.

**8.3.4. RFIs and Change Orders Review and Categorization.** The CM/GC shall first review all RFI's and submittals for accuracy, completeness, and justification prior to submitting to Consultant. The CM/GC shall review, categorize all Requests for Information (RFIs) and Change Orders (COs) by cause, and so advise the Consultant. This will assist the City in tracking the amount and percentage of additional costs incurred attributable to, for example, City requests, Consultant errors, Consultant omissions, hidden obstructions, unforeseen conditions, Contractor errors, other Contractor generated conditions, and new regulatory mandates. The Consultant shall indicate in writing whether it concurs with or objects to how the CM/GC categorizes each RFI or CO and shall recommend for the City's consideration any change to the category assigned. No categorization by cause by the CM/GC shall be deemed the City's admission or assignment of legal responsibility or liability on the Consultant. For example, the CM/GC designating an RFI or CO as caused by "architect errors" or "architect omissions" is the opinion of the CM/GC and not an admission by the Consultant that the error or omission was caused by the negligence of the Consultant.

**8.3.5.** The Consultant shall prepare drawings incorporating responses to RFI's and other clarifications related to Consultant's Scope B disciplines.

**8.3.6.** At no cost to the City, the Consultant shall update the Construction documents, including BIM model, to reflect Consultant's Scope B responses to RFIs and other changes issued.

**8.3.7. Site Visits and Reporting.** The Consultant and its subconsultants shall make one visit to the Project site each week as appropriate to the stage of construction or as otherwise directed by the City to: (1) become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed; (2) to identify defects and deficiencies in the Work; and, (3) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed, will be in accordance with the Construction Documents. These visits are not to be construed to require supervision or inspection, and the Consultant shall not be required to make exhaustive or continuous on-site observations of the Work. The Consultant shall prepare a written report of each weekly site visit and shall advise and report to the City in writing of any deviations from the Contract Documents, non-conforming items or issues of concern observed during such visits. Review of the CM/GC job site safety measures will be NIC to all field reports.

**8.3.8. Construction Meetings and Coordination.** The Consultant shall attend one construction meeting per week and related other Project meetings throughout the construction phase as requested by the City, the Program Director, Project Manager, or the CM/GC. Attendance at construction meetings can be virtual or in person. The Consultant shall require that its subconsultants make such visits and attend Project meetings when appropriate to observe the progress of work designed or specified by them. The City shall provide a full-time, onsite Inspector of Record (IOR) for this project. It is understood that the City will be responsible for providing day-to-day field inspection services and shall cooperate and coordinate with the Consultant in matters pertaining to the Consultant's work. The Consultant and its subconsultants shall coordinate and cooperate with the City to time its visits jointly to observe and discuss the CM/GC's field work and installation to reduce duplication of work by both the CM/GC and the Consultant.

**8.3.9. On-Site Additional Services.** The Consultant shall provide, as part of additional services, as-needed support in an on-site office provided by the CM/GC. Other subconsultants, as defined in Attachment 2 for Scope B Consultants representing specialty services are required to perform similar as-needed on-site additional services for periods agreed-to between the Consultant and the City, and it is the Consultant's responsibility to coordinate the availability of other consultants and schedule such on-site services as necessary for the timely progress of the Work.

**8.3.10.** The Consultant shall interpret the Contract Documents and advise the City of all decisions rendered. The Consultant shall provide its interpretation electronically in written or graphic form. Interpretations by the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.

**8.3.11.** The Consultant acknowledges that the City is using the Construction Manager/General Contractor mode of contracting to construct the Project. There is no certainty that the trade subcontractor(s) who is (are) awarded subcontracts will cooperate willingly with the contract documents. The Consultant acknowledges that as a result, it may encounter varying amounts of administrative difficulties during the construction phase of the Project. The Consultant is eligible for additional compensation for these administrative difficulties if the City in its reasonable discretion determines that the amount of time spent in responding is appropriate to the level of effort necessary to resolve the issue.

**8.3.12.** Review and advise the City when requested on claims, disputes, and other matters in question between the CM/GC and the City relating to the interpretation of the Contract Documents or proposed changes to them.

**8.3.13.** The Project delivery method that is incorporated into this Agreement and the City's Agreement with the CM/GC, contemplates collaboration and open communication between the Consultant, BOA/BOLA, and the CM/GC during all phases of the Project. The Consultant will not, however, offer any directive or communication, nor make any agreement with the CM/GC that affects the design, construction, or cost of the Project without first obtaining approval from the City's Program Director, Project Manager and Project Architect. Communications by and with the Consultant's consultants shall be through the Consultant.

**8.3.14.** The Consultant shall assist the City with evaluating progress payment requests from the CM/GC by reviewing the baseline Schedule of Values prepared by the CM/GC for sufficient detail, such as by specification section, floor, and space segmentation.

8.3.15. The Consultant shall review the CM/GC's payment applications for relative degree of completeness of Scope B work, BOA/BOLA shall review for Scope A and C work, and they shall recommend to the City whether it should certify as complete any of the work that is the subject of the application. The Consultant's recommendation to pay any of the amounts requested shall constitute the Consultant's representation that (1) it has observed and evaluated the work at the site as provided in Article 8.3.7 above, (2) it has reviewed the data in the CM/GC's application for payment, and (3) the work has progressed to the point indicated on the request for payment and that to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work reasonably observable for conformance with the Contract Documents relative Substantial Completion, to results of subsequent test and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The Consultant's representation to issue a certificate for payment shall constitute a further representation that the CM/GC is entitled to payment in the amount certified. However, the recommendation to issue a certificate of payment is not a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subconsultant and material suppliers and other data requested by the City to substantiate the CM/GC's right to payment; or (4) ascertained how or for what purpose the CM/GC has used money previously paid.

8.3.16. The Consultant shall advise the City to reject work that the Consultant believes in good faith does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable to implement the intent of the Contract Documents, the Consultant will advise the City to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether such work is fabricated, installed, or completed. The City shall make the final determination whether to reject work, require additional testing, or require other corrective actions by the CM/GC.

8.3.17. The Consultant shall review results of testing and special inspection procedures that are required by the construction Contract Documents and report its comments to the City. The Consultant shall advise the City on special testing and/or inspection that may arise due to field conditions or as requested by appropriate authorities. It is understood that separate contracts for testing and special inspection consultants, laboratories or agencies will be arranged by the City. Attend inspections with appropriate consultants when requested to do so by the City.

8.3.18. The Consultant shall review and advise the City as to the approval of substitutions proposed by the CM/GC, including advice as to whether accepting the proposed substitutions would deviate from the approved design intent or, expose the City to added operations cost for the finished Project or require substantial revision to the Contract Documents. If, in the City's judgment, the Consultant is required to substantially revise documents in order to accommodate substitutions or equals, the City will compensate the Consultant as Additional Services, provided that the need to revise the documents was not caused by the Consultant's negligent errors or omissions.

8.3.19. The Consultant shall Review Scope B shop drawings, samples, wiring, and control diagrams, schedules and lists of materials and equipment, and other descriptive data

pertaining to specified materials, equipment and storage thereof that the CM/GC is required to submit for the City's approval, and recommend whether to approve.

8.3.20. The Consultant shall Review Scope B documents and materials that the CM/GC is required to submit for conformance with the design intent of the Work and with the information given in or inferable from the Contract Documents. Such review shall be made by the Consultant upon receipt from the CM/GC of submittals that have been dated, signed, and approved by the CM/GC, except where otherwise directed by the City. The Consultant may note the exceptions taken or not taken, the corrections necessary, and the re-submittals required, and will return the documents or materials with such notations to the CM/GC as directed by the City. Review and action on an item that is a component of an assembly or system shall not necessarily apply to the entire assembly or system. In its agreement with the CM/GC, the City will include a provision (such as clause 4.2.7 for AIA Document A201, 1987 edition) specifying that the Consultant's review of the CM/GC's submittals does not alter the CM/GC's responsibility for errors and omissions in such submittals.

8.3.21. The provision of more than two reviews by the Consultant of incomplete or inaccurate editions of "Revise and Resubmit" submittals or RFIs prepared by the CM/GC, or its subcontractors shall be an Additional Service.

8.3.22. The consultant will be required to provide only two punchlist walks, preliminary and final. Provision of additional punchlist reviews shall be an additional service. After compilation of the final punch list by the CM/GC, the Consultant, in conjunction with the CM/GC, will verify the final punch list, recommend changes, participate in site visits to determine and track the status of the acceptability of all punch list items, participate in the final review of the Project and advise the City as to the approval of work performed by the CM/GC.

8.3.23. The Consultant shall assist the City, CM/GC and/or Commissioning Agent in arranging for building commissioning, start-up, and testing, adjusting and balancing and the coordination of operational testing and proper functioning of all installed Scope B equipment, and any building commissioning that may be required related to applications by the City for LEED certification.

8.3.24. The Consultant shall at all times have access to the work and the Project site.

8.3.25. The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, scheduling, sequences or procedures, for safety precautions and programs in connection with construction of the Project, for the acts or omissions of the CM/GC, its subconsultant or any other persons performing any of the work on the Project (unless directly employed or retained by the Consultant), or for the failure of any of them to carry out the work on the Project in accordance with the Construction Documents.

8.3.26. The Consultant shall not have the authority to stop the work unless specific authorization has been granted in writing by the City.

8.3.27. All Scope B design-build systems, except for those indicated in this Agreement as CM/GC Trade Bid packages submitted by the CM/GC shall be reviewed by the Consultant in a timely manner for conformance with the intent of the design drawings and specifications. The CM/GC shall remain responsible for compliance with the design-build requirements of its Trade Bid subcontractors.



## 9. Warranty Phase

9.1. Consultant shall be responsible for the revision of Warranty Phase Services for Scope B only. CM/GC shall be separately responsible for the provision of warranty work for Trade Bid Packages.

9.2. The Consultant shall assist the City and City's maintenance and operation personnel in conducting warranty inspections for Scope B work during the warranty period following Final Completion as set forth below:

(1) The Consultant shall observe and review the condition of completed Scope B work and provide assistance to the City to develop a list of corrective warranty work and a schedule for completion for systems, components, equipment, and finishes that have failed to meet the specified performance criteria or the terms of specific product warranties during the warranty period following Final Completion.

(2) The final warranty inspection shall take place no earlier than the eleventh month following Final Completion and no later than the twelfth month following Final Completion.

(3) If Scope B systems, components, equipment, and finishes fail to meet the specified performance criteria or the terms of specific product warranties at any time prior to the final warranty inspection, the Consultant shall observe and review the condition of completed work and provide assistance to the City to develop a list of corrective warranty work and a schedule for its completion.

## 10. Additional Services

10.1. **Definition.** As defined in Article 1 Definitions, Additional Services are services in addition to the Basic Services of this Agreement. The Consultant shall not proceed with any Additional Services without the prior written authorization of the City. The written authorization to perform Additional Services must include a statement describing the services as Additional Services. In the event the City believes certain services to be part of Basic Services which the Consultant contends are Additional Services, the Consultant shall not perform such services until (a) the Consultant provides the City with written notice of the contention with factual support, and (b) the City then instructs the Consultant in writing to proceed, in which case the Consultant shall perform the services required and pursue any monies or other compensation which it believes it is owed, by filing a claim with the City and/or pursuing any other available remedies, and

10.2. Additional Services include but are not limited to the following:

- (1) Preparation of more than three separate bid packages
- (2) Financial feasibility studies.
- (3) Preparation of Record Drawings
- (4) Value engineering services after approval of 50% construction documents
- (5) Multiple reviews of the CM/GC's Revise and Resubmit RFI's or Submittals

- (6) Office systems furniture design, specifications, or procurement.
- (7) Preparation of Fire Department movable equipment, specifications, or procurement
- (8) Revisions to design drawings associated with undiscovered subsurface of soils conditions.
- (9) Punchlist Reviews in excess of preliminary and final punch list, job walks, and documentation.

10.3. Services for future systems and equipment that are not intended to be constructed or provided for during the Construction Administration Phase. However, provisions for advances in computer technology (e.g., software upgrades) are to be made as part of Basic Services.

10.4. Detailed quantity surveys or inventories of material, equipment, furnishings, and labor.

10.5. Services required in connection with construction performed by others that is not part of the Project work, except as indicated in the Agreement.

10.6. Providing consultation concerning replacement of any work damaged by fire, weather, vandalism, theft, or other cause during construction and furnishing services as may be required in connection with the replacement of such work.

10.7. Providing services made necessary by the default of the CM/GC, or by major defects or deficiencies in the work of the CM/GC, or otherwise caused by the CM/GC or others during construction, excluding the Consultant's consultants or employees.

10.8. Preparing design and construction documents for procurement or manufacture or creation of artwork that is to be incorporated in the Project as an integral building or site element, beyond those services necessary to coordinate the design and structure of the building or site to accommodate the installation of such artwork.

10.9. Providing services after Warranty Phase completion unless such services are required as a result of the Consultant's negligent error or omissions.

10.10. Providing services, consultants, or scope of work not stipulated as included in this Agreement, and not customarily provided as part of the Consultant's Basic Services, which includes but is not limited to:

- (1) Preparation of our support services for Amendments to the approved CEQA documents.
- (2) Shadow study, wind studies, noise analysis, AB-32 carbon footprint analysis, traffic/parking, vehicle miles travelled, cultural resources, biological resources and environmental or CEQA consultants.
- (3) Structural analysis beyond code requirements.
- (4) Archeological, Biological and Historic consultants.
- (5) Hazardous materials consultants; and,

(6) Additional Services made necessary by reversals of authorizations, approvals or instructions previously given by the City but only such services as are substantial and in excess of what would have been required if there had not been such reversals.

(7) Additional Services to incorporate substantial structural changes to integrate the artwork administered by the Art Commission after the completion and acceptance of the Design Drawings.

(8) Attendance or presentation at community/neighborhood outreach meetings.

(9) Litigation, mediation, or deposition support of City responses to claims by CM/GC.

(10) Review of waterproofing failures after acceptance of the work by the City.

(11) Coordination of installation of specialty regional transportation training elements by the SFFD including provision or installation of railroad train cars, BART or Muni train cars or truck tanker trailers.

10.11. Services in connection with substantial changes in the scope or schedule of the Project directed by the City, but not including changes proposed and recommended by the Consultant.

(1) Coordination of tenant moves and relocations and move management.

(2) On-site representation beyond those services defined as Basic Services.

(3) Development of fire training curriculum by Consultant with or for the San Francisco Fire Department.

(4) Live fire prop or simulation training structure staff training sessions.

11. **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 subconsultants of Consultant, will be paid unless the provider received advance written approval from the City Attorney.

12. **Reports.** Consultant shall submit written reports as specified in the Agreement. Format for the content of such reports shall be determined by the San Francisco Public Works. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper, and printed on double-sided pages to the maximum extent possible.

13. **Department Liaison.** In performing the Services provided for in this Agreement, Contractor's liaison with the San Francisco Public Works will be Scott Moran. The

Department's liaison with the *Consultant* will be Michael B. Ross, AIA, or an approved designated alternate.

## **Appendix B**

### **Calculation of Charges**

1. No charge shall be incurred under this Agreement, nor shall any payments become due to the Consultant until final reports, documents, or services as required under this Agreement have been completed and are received from the Consultant and approved by the City as being in accordance with this Agreement, or until the City agrees that services covered under the payment request have been satisfactorily performed. Notwithstanding, the Consultant shall invoice the City monthly, and the City shall pay the Consultant monthly on a percentage of completion basis for the work deemed acceptable by the City for each phase.

2. **Hourly Billing Rates.** All billable staff rates including that of the subcontractor shall be fully burden to include labor, benefits, taxes, overhead, profit, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, personnel protective equipment (PPE) for level D Protection, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, and ancillary charges. Administrative and clerical support services are considered part of overhead.

3. **Annual Escalation.** The listed rates in Attachment 2, Fee Schedule, will be valid for at least one year after contract award and reflect the 2023 billing rates. The Consultant may request for annual escalation of billing rates for the second through fifth year of the contract, but only once per year every twelve months, starting from the first anniversary date of the Notice to Proceed (NTP). The increase will be based on the percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. To request a rate change, the Consultant must submit a billing rate increase request letter for approval by Public Works. Requests for billing rate increases must be made in writing and submitted to the Contract Manager no earlier than thirty (30) days prior to and no later than thirty (30) days after the anniversary date of the NTP. Requests made outside of this timeframe will not be considered, and retroactive requests will not be granted for past contract years or years where the Consultant failed to request a billing rate increase. The adjusted billing rates will be memorialized via a Contract Modification and rates will be effective on the date of the Notice of Modification. The billing rate for each job classification listed cannot exceed the lowest rate charged to any other government entity. The City reserves the right to audit material such as project billing records, accounting records, and time sheets to verify the accuracy of invoices. Refer to "Attachment 2, Fee Schedule," for the negotiated hourly rates.

4. **BASIC SERVICES.** The City shall compensate the Consultant as follows:

4.1. The Contract Sum, which shall be a Lump Sum Fixed Fee, includes all subconsultant fees and normal costs to the Project including all phone calls, faxes, in-house and subconsultant coordination, presentations, printing, and reproductions as required by this Agreement, excluding only those costs for Additional Services and amounts for Reimbursable Expenses. For all of the Consultant's Basic Services, including all services performed under the Agreement, the Consultant shall be paid a Contract Sum amount as set forth in Section 3.3, Compensation of Agreement and the Fee Schedule attached.

4.2. The Certified Contract Sum is the amount certified by the Controller at any point in time. Certified Contract Sum initially shall not exceed the Contract sum specified in Section 3.3.1, Compensation of the Agreement. The City will adjust the value of the Certified Contract Sum during the Project. Upon certification of funds, the Consultant will develop and monitor the Project according to the schedule. The City, in its sole discretion, reserves the right to cancel any subsequent phase if it determines it is in the City's best interest.

4.3. The Fee Schedule represents the Consultant's estimate of the level of effort required of it over the life of this Agreement to earn the fees identified as "Architectural."

4.4. The City fully expects that the Lump Sum Fixed Fee for Basic Services, as represented by the Consultant, adequately covers the cost to successfully complete the work across all phases according to the agreed upon schedule and with a professional level of quality. As such, only significant modification to the design directed by the City shall be considered an Additional Service. In the event that the building program or requirement reduces or increases in complexity from that as represented in the RFQ document (e.g., a substantive reduction or increases in area for a Scope B structure), the design fee shall be correspondingly reduced or increased to reflect the adjusted level of effort.

## 5. **ADDITIONAL SERVICES**

5.1. As defined in Article 1.1 Definitions, Additional Services are services not specified or required in the Agreement as Basic Services. The City shall not compensate the Consultant for Additional Services unless such services are authorized in writing prior to performance by the Consultant. Payment for Additional Services shall be made in accordance with the Hourly Rate Schedule set forth in Attachment 2.

## 6. **FURNISHINGS, FIXTURES AND EQUIPMENT NOT AFFIXED**

6.1. At the request of the City, the Consultant shall provide services to plan and prepare documents for procurement and installation of furnishings, fixtures, and equipment (FFE) not affixed to the building. The Consultant shall provide these services as Additional Services. Inventory of fire training, fire apparatus, or shop and furnishing shall be completed by others retained by the City. The Consultant will, however, space plan and coordinate the size and location of furniture and equipment requirements of the City based on information provided to the Consultant by the City.

## 7. **REIMBURSABLE EXPENSES**

7.1. The following rates shall apply for all other services, and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.

<b>Expenses</b>	<b>Rates/Schedule</b>
<b>Subconsultant/Vendor Work</b>	Cost plus 5% <i>(for a maximum of two tiers of subconsultants)</i>
<b>Meal Expenses</b>	Not reimbursable.
<b>Incidental Expenses</b>	Not reimbursable.
<b>Lodging</b>	Not reimbursable without prior approval.

<b>Air/Taxi/Shuttle/rail fares</b>	<p>Not reimbursable without prior approval.</p> <p>Air travel fares must be based on economy class ticket prices unless pre-approved by the Contract Manager or Project Manager. Any airfare beyond the economy class ticket price is not reimbursable without prior agreement and pre-approval by the Contract Manager or Project Manager. The Consultant must provide a written justification for the use of higher-class travel at the time of the pre-approval request. The Project Manager will review the justification and determine if higher class travel is reasonable and necessary for the project. If approved, the Consultant must submit a copy of the pre-approval for higher class travel with their invoice for reimbursement. Any airfare beyond the pre-approved amount will not be reimbursed. The City reserves the right to audit air travel expenses to verify compliance with this provision.</p>
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7.2. The City has established an allowance of \$525,360 (Five hundred twenty-five thousand, three hundred sixty dollars) for Reimbursable Expenses, inclusive of Trip Allowance. Reimbursable Expenses shall be invoiced by the Consultant's accounting categories and shall be subject to the audit provisions of this Agreement.

7.2.1. Only the actual costs incurred by the Consultant shall be allowed and invoiced as Reimbursable Expenses. The Consultant shall not exceed the Reimbursable Expense allowance without prior written authorization from the City. There shall be no mark-ups of any kind allowed on Reimbursable Expenses.

7.2.2. All documents shall be transmitted electronically to the City.

7.2.3. All activities and work product resulting from implementation of BIM are considered Basic Services. Renderings, computer animated presentations and presentation models that are not otherwise part of the BIM work product, are considered reimbursable expenses when requested and approved by the City in advance and in writing. Such documents prepared by the Consultant without the City's written advance approval shall be considered part of the Consultant's Basic Services.

7.2.4. The following items are considered normal Project costs and a part of the Basic Services Fee, not Reimbursable Expenses: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of the Consultant's team and/or the CM/GC and its team, regardless of location; (b) regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (c) Internet gateways, FTP sites or data file transfer or research services; City(d) in-house coordination materials among the Consultant and its team, including photocopy and drawing materials and messenger services; (e) all CAD and other computer-related time and expenses in support of those items specifically listed in articles 4, 5 and 6 of this Agreement; and (f) food and

beverage charges of any kind unless approved in writing in advance by the City. Reproduction costs of Phase deliverables, check sets, Permit documents, Bidding documents, Contract documents, Conform sets, and Record documents shall be an allowable reimbursable expense.

7.2.5. Travel Within the Nine Bay Area Counties: Travel within the nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma) between the Consultant's or subconsultant's office and Project Site shall be considered part of the Consultant's or subconsultant's overhead and will not be reimbursed by the City, regardless of the location of the Consultant's or subconsultant's regular work sites. All tolls and parking fees within the nine Bay Area counties will not be reimbursed.

7.2.6. Required Travel Outside of the Nine Bay Area Counties: Travel within 100-mile radius of San Francisco is considered a part of the Basic Services fee, not Reimbursable Expenses. If the needs of the project require the Consultant or its subconsultants to travel outside of the nine Bay Area counties, and if agreed to in writing prior to initiation of work, the City will reimburse the Consultant for the actual travel expenses incurred to and from their regular work site(s) to the Project Site. If the Consultant or subconsultant maintain their regular work site(s) outside of the nine Bay Area counties, reimbursement will be limited to the lesser of (1) the actual expenses incurred to and from the regular work site, or (2) the equivalent travel expenses to and from San Francisco.

(1) All travel must be approved in advance by the Contract Manager or Project Manager. Advanced travel approvals must include estimated amounts for the approval(s) being given.

(2) The associated Travel Time will be similarly reimbursed for the lesser of (i) the actual travel time incurred to and from the regular work site, or (ii) the equivalent travel time to and from San Francisco.

(3) Mileage shall be subject to the Internal Revenue Service (IRS) standard mileage rate for business use of an automobile, with no markup. This rate is subject to change, yearly.

(4) For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging by locality rates. Any exceptions to the Federal rates must be approved in advance by the Project Manager. Federal rates for lodging, can be found at: <http://www.gsa.gov/> > Per Diem Rates.

(5) Advanced travel approvals and receipts must be included in reimbursements requests. Minor discrepancies between the estimate and actual amounts may be approved by the Contract Manager or Project Manager at the time of payment request.

(6) Air travel fares shall be based on lowest Economy Class ticket prices and will be reimbursed based on actual expenditures.

(7) Taxi, shuttle, rail, and rental car fares will be reimbursed based on actual expenditures. Rail expenses shall be based on lowest Economy Class ticket prices (or equivalent.) Rental car expenses shall be based on the rate for either the Economy or Compact class of car or its equivalent. No upgrades on these forms of transportation will be reimbursed.

(8) Tolls and parking fees associated with approved travel will be reimbursed based on the actual cost.

(9) If public transportation is used, submit receipt/proof-of-purchase for approved travel.

7.2.7. An allowance of trips by the Consultant has been incorporated into the Fee Schedule. Additional travel must be approved in advance by the Project Manager. Each



additional trip is subject to the Project Manager's approval in writing two weeks in advance. All travel expenses are subject to final approval by the Project Manager at the time of invoice submittal.

## 8. PAYMENT SCHEDULE AND INVOICES

### 8.1. PAYMENT SCHEDULE AND INVOICES

#### 8.1.1. The Fee Schedule:

(1) The design services are divided into phases: Program Validation Phase, Concept Design Phase, Schematic Design and Design Development Phase. Each phase is assigned a value representing the total fee (Consultant and subconsultants) for that phase. The total of all of the values assigned to each phase equals the total fee (Consultant and subconsultants).

(2) Each phase is considered complete when that phase has achieved the benchmark set forth in the following table or mutually agreed to benchmarks:

<b>TABLE I: SCOPE B FEE SUMMARY</b>	
<b>A/E SERVICES – SCOPE B PHASES</b>	<b>TOTAL PHASE LUMP SUM FEE AMOUNT</b>
Pre-Design Phase Project Coordination	\$85,633.12
Coordination Services for Scopes A & C	\$660,558.51
Existing Conditions Review, Format and Modeling (BKF)	\$38,392.00
Program Validation/Concept Design	\$908,292.04
Schematic Design	\$1,250,641.65
Design Development	\$1,689,417.14
Early Bid Package – Site Civil	\$197,872.33
Early Bid Package – Design/Build Pile Foundations	\$100,398.33
Early Bid Package – MEP Bridging Documents	\$124,798.33
Early Bid Packages – Construction Administration Services	\$160,894.37
Construction Documents - Main Contract	\$2,152,595.62
Permit/Approvals	\$157,362.96
Construction Phase Services - Main Contract (Provided Hourly - Assume 27 Months)	\$2,656,747.26
Construction Close Out	\$90,161.75
Building Commissioning	\$225,000.00
OCI Door Hardware base Services	\$34,000.00
EBS Markup for OCI Base Services	\$3,400.00
OCI Optional Services	\$2,800.00
EBS Markup for OCI Optional Services	\$280.00
<b>SUB-TOTAL CONSULTANT FEES SCOPE B</b>	<b>\$10,539,245.41</b>

<b>TABLE II: SCOPE A &amp; C SUPPLEMENTAL SERVICES FEE SUMMARY PER PHASE</b>	
<b>SUPPLEMENTAL A/E SERVICES - SCOPE A &amp; C PHASE</b>	<b>TOTAL LUMP SUM PHASE FEE AMOUNT</b>
Program Validation/Concept Design	\$84,794.00
Schematic Design	\$93,588.00
Design Development	\$163,233.00
Early Bid Package – Site Civil	\$5,099.00
Early Bid Package – Design/Build Pile Foundations	\$4,945.00
Early Bid Package – MEP Bridging Documents	\$5,847.00
Early Bid Packages – Construction Administration Services	\$13,111.00
Construction Documents - Main Contract	\$206,800.00
Permits/Approvals	\$13,976.00
Construction Phase Services - Main Contract (27 Months)	\$128,998.00
Construction Close Out	\$14,936.00
<b>SUB TOTAL CONSULTANT SUPPLEMENTAL FEE - SCOPES A &amp; C</b>	<b>\$735,327.00</b>
<b>SUBTOTAL CONSULTANT FEES - SCOPES A, B &amp; C</b>	<b>\$11,274,572.41</b>
Subconsultants 5% Mark-up - Scopes A, B & C	\$347,646.04
<b>SUBTOTAL CONSULTANT FEES &amp; MARK UP - SCOPES, A, B &amp; C</b>	<b>\$11,622,218.45</b>
Reimbursable Allowance Scopes A, B & C	\$525,360.00
<b>TOTAL COST OF THIS CONTRACT – SCOPES A, B &amp; C</b>	<b>\$12,147,578.45</b>
<b>ADDITIVE ALTERNATE A/E SERVICES</b>	<b>TOTAL FEE AMOUNT</b>
<b>Additive Alternate A/E Services:</b> Prepare Scope B, MEP Construction Documents inclusive of PV and battery storage systems and associated bidding, construction phase and project close out services. Per the following breakdown of services:	
MEP:	\$550,743.00
Structural PV:	\$44,059.00
Civil PV:	<u>\$10,000.00</u>
Subtotal	\$604,802.00
5% Markup Consultants	<u>\$30,240.00</u>
Subtotal	\$635,042.00
Architecture PV	\$87,808.00
<b>TOTAL:</b>	<b>\$722,850.00</b>

(3) The Consultant will submit invoices for work in progress no more than once each month for Basic Services. All fees, including those of the Consultant's subconsultants, are to be charged on a lump sum percent complete basis within the course of each phase. Lump sum fees will be invoiced based on the Consultant's calculation of the percentage of design services that have been satisfactorily completed and approved by the City, relative to the percentage of the total lump sum fee approved for completion of the, all as set forth in the table below.

(4) With respect to each completed phase, the City will pay no more than the total amount budgeted for that phase. The Consultant is responsible for any fees more than the amount budgeted for that phase.

(5) All invoices that the Consultant submits for payment for services performed under this Agreement must conform to the City's Form of Invoice, as it may be modified during the Project. The invoices must identify each phase for which payment is being sought, the percentage of completion of each phase so identified, and the total amount being requested for each phase so identified.

(6) Payment to the Consultant during the Construction Administration Phase will be made monthly on a time and material basis, not to exceed the amounts identified in the Appendix B, Calculation of Charges by the CM/GC. Along with its invoice, the Consultant shall furnish copies of invoices submitted by subconsultants to substantiate reimbursement. The Consultant's invoices must identify the cost of the work completed by all subconsultants, on the Compensation of Services (Attachment 6).

(7) The City will retain **10%** of the amount of each invoice submitted by the Consultant for Basic Services, including costs of subconsultants, pending satisfactory completion by the Consultant of all work in the phase, and approval by the City; Retention shall be released following the City's acceptance of the work for that phase. Payment of approved retention amounts shall be within 30 days of receipt of invoice by City. There shall be no retention on Reimbursable Expenses or Additional Services.

(8) The Consultant shall receive compensation only for those Additional Services authorized in writing by the City in advance of the Consultant's performance of the work, and in accordance with the rate schedule found in Attachment 2 of this Agreement, which includes the subconsultants' fee schedules.

(9) The hourly rates shall be the standard rates given to any client of the Consultant under similar circumstances.

(10) With respect to any hourly work (e.g., Additional Services), reimbursable fees paid will be based on the actual hours charged, subject to any specified maximums. For hourly work, the Consultant shall submit copies of certified timesheet records for all persons performing the work and shall indicate the number of hours worked by period, and the approved billing rate.

(11) Alternatively, a lump sum or guaranteed maximum fee for Additional Services may be authorized by the City prior to commencement of work on these services, in which case these services shall be invoiced according to the terms of Section 5.1.1.3 above.

(12) There shall be no mark-ups by the Consultant for the cost of professional consultants retained by the Consultant in the performance of its Basic Services. Allowable mark-ups for professional consultants retained for approved Additional Services shall be **1.05x** the subconsultant's bill to the Consultant. No markups of any kind shall be allowed for any reimbursable expenses, whether invoiced by or to the Consultant.

(13) If during the course of construction, the City determines at its sole and reasonable discretion that modifications to Contract Documents are required due to negligent errors or omissions on the part of the Consultant or its subconsultants, the Consultant shall not be compensated for the cost of developing, preparing or reproducing the necessary revised drawings and specifications to correct those negligent errors or omissions nor shall the Consultant be compensated in its fee for the cost of any related extra design work. The Consultant's rights for such payment shall be reserved until Project completion.

(14) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to the CM/GC or on account of the cost of changes in the work other than those for which the Consultant is responsible based on its negligent errors or omissions.

(15) Payments of Reimbursable Expenses shall be made monthly upon presentation by the Consultant of an itemized statement of actual expenses incurred with a detailed cost breakout and supporting invoices and copies of original receipts.

(16) The Reimbursable Expense allowances set forth above provide only for costs which are defined as part of Basic or Additional Services Fees and are not subject to the LBE participation requirements of the City.

**ATTACHMENT 1**  
**Schedule of Services**

**Fire Training Facility**

**Schedule Summary – 7/18/2023**

*Phase Durations with start of Concept Design after Notice to Proceed (NTP) given.  
5 days/week*

100% Concept: 60 days (12 weeks)

50% SD: 30 days (6 weeks)

100% SD: 50 days (10 weeks)

50% DD: 40 days (8 weeks)

100% DD: 60 days (12 weeks)

50% CD: 60 days (12 weeks)

95% CD: 40 days (8 weeks)

95% CD Estimate/Constructability: 20 days (4 weeks)

100% CD: 20 days (4 weeks)

**Permits & Approvals:** 550 days (110 weeks) – assumes start in parallel with start of 50% DD.

**Construction:** 760 days (152 weeks) – assumes start 48 weeks after start of Permits & Approvals

## ATTACHMENT 2

### Fee Schedule

- 1. Fee Schedule.** The approved billing rates, as shown in the following page, shall apply for all services, and remain in effect throughout the term of the contract for both the Consultant and all levels of subconsultants.

Any staff that have been specifically identified to perform the work on this project cannot be modified without following the personnel changes specified below.

- 2. Personnel Changes.** Any proposed changes to project personnel or staff classification as listed below must be approved in advance of any work commencing on the project and in writing by the SF Public Works Project Manager. These personnel changes may include but are not limited to:
- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
  - Proposed change of staff classification for existing personnel; and/or
  - Proposed replacement or substitution of any employee listed in this Attachment due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

RossDrulisCusenbery Architecture, Inc. Executive Architect Supplier ID: 000006577	
Job Classification	Billing Rate/Hr.
Principal	\$249.52
Design Principal	\$249.52
Project Manager	\$199.02
Senior	\$181.20
Architect	\$169.32
Designer/Job Captain	\$142.58
Drafter	\$112.88
Programmer	\$112.88

Abercrombie Creative LLC DBA Abercrombie Planning+Design Subject Matter Expert Supplier ID: 0000047716	
Job Classification	Billing Rate /Hr.
Principal	\$288.75

<b>AR Green Consulting</b> <b>LEED/Resource Efficiency</b> <b>Supplier ID: 0000028593</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal	\$205.38

<b>*BKF Engineers</b> <b>Civil Engineering</b> <b>DIR Registration Number: 1000002096</b> <b>Supplier ID: 0000003393</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal	\$322.42
Senior Associate Principal	\$283.04
Associate Principal	\$270.01
Senior Project/Technical Manager	\$270.01
Project/Technical Manager	\$247.09
Engineering/Surveying Manager	\$226.12
Senior Project Engineer/Surveyor	\$210.96
Project Engineer/Surveyor	\$173.55
Design Engineer/Staff Surveyor	\$142.78
Tech IV	\$178.39
Tech III	\$158.58
Tech II	\$140.99
Tech I	\$125.34
Drafter IV	\$128.51
Drafter III	\$117.61
Drafter II	\$107.63
Drafter I	\$98.50
<b>* Subject to Prevailing Wage</b>	

<b>Charles M. Salter Associates, Inc.</b> <b>Acoustical Engineering</b> <b>Supplier ID: 0000023036</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
President and Senior Vice President	\$381.82
Vice President	\$310.22
Senior Associate	\$262.51
Associate	\$214.76
Senior Consultant	\$186.14
Consultant	\$162.28
Technical Assistant	\$109.77

<b>Clearstory, Inc.</b> <b>Signage and Wayfinding</b> <b>Supplier ID: 0000017122</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal-in-Charge	\$333.47
Project Manager	\$207.37
Technical Designer	\$157.83
Senior Designer	\$142.13
Designer	\$111.44
Junior Designer	\$104.92
Design Assistant	\$81.97

<b>Cumming Management Group, Inc.</b> <b>Cost Estimating</b> <b>Supplier ID: 0000076472</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal-in-Charge=Reg. Director	\$262.00
Lead Staff Member=Associate Director	\$208.98
Project Manager=Cost Manager	\$190.26
Other Key Team Member = Sr. MEP Cost Manager	\$177.79



<b>Emily Borland Specifications, Inc.</b> <b>Architectural Specifications</b> <b>Supplier ID: 0000020704</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal Specifier	\$267.05
Associate Specifier	\$143.27
Project Specifier I	\$231.45
Project Specifier II	\$199.89

<b>Guidepost Solutions, LLC</b> <b>A/V, Telecom, IT, Security</b> <b>Supplier ID: 0000019178</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Senior Project Manager, Security	\$200.03
Senior Project Manager, Telecommunications	\$200.03
Senior Project Manager, Audiovisual	\$200.03

<b>Jensen Hughes, Inc.</b> <b>Code Compliance/Fire/Life Safety</b> <b>Supplier ID: 0000017705</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal	\$341.58
Project Manager	\$305.94

<b>Kuth Ranieri Architects, LLP</b> <b>Associate Architect</b> <b>Supplier ID: 0000016747</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal	\$250.27
Senior Technical Architect	\$222.82
Associate Principal	\$210.60
Senior Associate/Senior Project Manager	\$177.02
Project Manager	\$155.67
Project Architect	\$149.55
Architect/Designer Staff - Level 3	\$131.25
Architect/Designer Staff - Level 2	\$119.05
Architect/Designer Staff - Level 1	\$109.87
Intern Architect	\$100.72

<b>NBA Engineering Inc.</b> <b>Building Commissioning</b> <b>Supplier ID: 0000003178</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal/Building Commissioner	\$250.90

<b>Niteo California, LLC</b> <b>Lighting Design</b> <b>Supplier ID: 0000028603</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal	\$199.96
Associate	\$165.53
Designer	\$109.91

<b>Pannu Larsen McCartney</b> <b>Structural Engineering</b> <b>Supplier ID: 0000013550</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal	\$292.69
Project Manager/Structural Engineer	\$188.63
Senior Engineer	\$131.71
Design Engineer	\$102.44
BIM Modeler	\$113.83

<b>P2S, Inc.</b> <b>Mechanical, Electrical, Plumbing</b> <b>Supplier ID 0000051756</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal-in-Charge	\$307.49
Project Manager	\$259.72
Mechanical Engineer	\$259.72
Electrical Engineer	\$259.72
Plumbing Designer	\$215.51
Energy Modeling Engineer	\$156.00

<b>RDH Building Science, Inc.</b> <b>Roofing/Waterproofing/ Exterior Envelope</b> <b>Supplier ID: 0000046604</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal/Senior Specialist	\$310.00
Senior Project Manager	\$235.00
Building Science Technologist	\$210.00
Engineer (EIT)	\$165.00

<b>*Sato &amp; Joson Engineers, Inc. dba SJ Engineers</b> <b>Fire Protection</b> <b>DIR Registration Number:</b> <b>Supplier ID: 0000016073</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal	\$220.32
Associate	\$145.99
Project Engineer	\$145.99
Senior Designer	\$140.68
Designer	\$119.45
CAD	\$92.90

<b>Stearns, Conrad &amp; Schmidt Consulting Engineers, Inc. (SCS Engineers)</b> <b>Industrial Engineers</b> <b>Supplier ID: 0000011814</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal-in-Charge	\$268.56
Lead Staff Member	\$223.46
Project Manager	\$165.37
Key Team Member	\$165.37

<b>Syska Hennessy Group</b> <b>Vertical Transportation</b> <b>Supplier ID: 0000010074</b>	
<b>Job Classification</b>	<b>Billing Rate/Hr.</b>
Principal-in-Charge	\$261.08
Project Engineer	\$194.61
QA/QC	\$236.97

**ATTACHMENT 3**  
**Key Personnel and Subconsultants**

<b>KEY PERSONNEL</b>	
<b>Firm</b>	<b>Discipline/Service</b>
<b>RossDrulisCusenbery Architecture, Inc.</b>	<b>Executive Architect</b>
Michael B. Ross AIA, NCARB	Principal
Mallory S. Cusenbery AIA	Design Principal
Edwin Wilson AIA	Project Manager
<b>Kuth Ranieri Architects</b>	<b>Associate Architect</b>
Elizabeth Ranieri, FAIA, LEED AP, NCARB	Principal
Michael McGroarty, AIA, LEED AP	Design Principal
<b>Abercrombie Planning &amp; Design</b>	<b>Subject Matter Expert (SME)</b>
Tommy Abercrombie, PhD	SME

<b>SUBCONSULTANTS</b>	
<b>Firm</b>	<b>Discipline/Service</b>
1) Abercrombie Planning + Design	Subject Matter Expert (SME)
2) AR Green Consulting	LEED /Resource Efficiency
3) BKF Engineers	Civil Engineering
4) Charles M. Salter Associates, Inc.	Acoustical Engineering
5) Clearstory, Inc.	Signage and Wayfinding
6) Cumming Management Group, Inc.	Cost Estimating
7) Emily Borland Specifications, Inc.	Architectural Specifications and Project Manual Management
8) Guidepost Solutions, LLC	Security, Telecommunications & Audiovisual Systems Design
9) Jensen Hughes, Inc.	Code Compliance/Fire Life Safety
10) Kuth Ranieri Architects	Associate Architect
11) NBA Engineering, Inc.	Building Commissioning
12) Niteo	Lighting Design
13) P2S, Inc.	Mechanical, Electrical, Plumbing and Energy Modeling
14) Pannu Larsen McCartney	Structural Engineering
15) RDH Building Science	Roofing/ Waterproofing/ Exterior Envelope
16) Sato & Joson Engineers Inc. dba SJ Engineers	Fire Protection
17) Stearns, Conrad & Schmidt Consulting Engineers, Inc. (SCS)	Industrial Engineer
18) Syska Hennessy Group	Vertical Transportation (Elevator Design)

**ATTACHMENT 4**  
**BIM Management Plan & Delivery Matrix**

**(ISSUED AS A SEPARATE FILE)**

**ATTACHMENT 5**  
**Quality Assurance/Quality Control Plan**  
**(ISSUED AS A SEPARATE FILE)**

## **ATTACHMENT 6**

### **Compensation of Services**

SAN FRANCISCO FIRE DEPARTMENT, FIRE TRAINING FACILTY (FTF) 1236 Carroll Avenue, San Francisco, CA																							
SCOPE B - A/E FEE SUMMARY	RossDrulisCusenbery Architecture, Inc.	Kuth Ranieri Architects	Abercrombie Planning + Design	P2S	P2S	Pannu Larsen McCartney	BKF Civil Engineers	AR Green Consulting	SCS Engineers	Cumming Management Group, Inc.	NBA Engineering Inc.	Jensen Hughes, Inc.	RDH Building Science	Clearstory Inc.	Syska Hennessey Group	SJ Engineers	Salter Inc.	Guidepost Solutions, LLC.	Guidepost Solutions, LLC.	Guidepost Solutions, LLC.	Niteo	Emily Borland Specifications, Inc.	Total
	Executive Architect / Parking	Associate Architect	Subject Matter Expert	Mechanical, Electrical, Plumbing	Energy	Structural	Civil		Industrial Engineer	Cost	Building Commissioning	Code Compliance/Fire Life Safety	Roofing/ Waterproofing/ Exterior Envelope	Signage and Wayfinding	Vertical Transportation (Elevator Design)	Fire Protection	Acoustical	Security Electronics	Telecom	AV	Lighting	Spec Writing	
		LBE				LBE Small, MBE		Micro-LBE, WBE			LBE			Micro-LBE, WBE		LBE Small, MBE					Micro-LBE, WBE	Micro-LBE, WBE	
BASIC SERVICES SCOPE B																							
Pre-Design Phase Project Coordination	\$81,628.80	\$4,004.32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,633.124
Coordination Services for Scopes A & C	\$325,800.00	\$334,758.51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$660,558.514
Existing Conditions Review, Format and Modeling (BKF)	\$0.00	\$0.00	\$0	\$0	\$0	\$0	\$38,392	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,392.000
Program Validation/Concept Design	\$298,068.96	\$56,843.08	69,034	\$57,150	\$2,000	\$20,000	\$102,014	\$0	\$194,375	\$41,000	\$0	\$0	\$0	\$0	\$0	\$15,000	\$10,000	\$2,025	\$2,280	\$1,710	\$36,792	\$0	\$908,292.036
Schematic Design	\$474,515.20	\$109,390.44	69,034	\$154,718	\$5,000	\$75,000	\$143,326	\$0	\$0	\$60,200	\$0	\$3,500	\$18,000	\$4,000	\$2,750	\$23,000	\$7,000	\$4,725	\$5,330	\$3,980	\$75,373	\$11,800	\$1,250,641.645
Design Development	\$558,448.00	\$140,890.14	143,034	\$231,909	\$15,000	\$145,000	\$110,662	\$0	\$0	\$70,400	\$0	\$2,000	\$22,000	\$31,000	\$7,500	\$55,000	\$10,000	\$13,900	\$15,940	\$11,660	\$75,574	\$29,500	\$1,689,417.142
Early Bid Package – Site Civil	\$53,706.24	\$21,878.09	0	\$0	\$0	\$30,000	\$85,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$5,400	\$590	\$197,872.329
Early Bid Package – Design/Build Pile Foundations	\$53,706.24	\$21,878.09	0	\$0	\$0	\$15,000	\$3,824	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,400	\$590	\$100,398.329
Early Bid Package – MEP Bridging Documents	\$53,706.24	\$21,878.09	0	\$32,400	\$2,000	\$0	\$3,824	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$5,400	\$590	\$124,798.329
Early Bid Packages – Construction Administration Services	\$49,048.32	\$61,530.05	0	\$0	\$0	\$10,000	\$26,636	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,280	\$0	\$0	\$0	\$0	\$5,400	\$0	\$160,894.374
Construction Documents - Main Contract	\$805,781.76	\$206,817.86	130000	\$91,740	\$0	\$275,000	\$243,635	\$0	\$0	\$103,200	\$0	\$1,500	\$50,000	\$36,500	\$0	\$9,200	\$6,500	\$25,000	\$28,750	\$21,250	\$68,161	\$49,560	\$2,152,595.623
Permits/Approvals	\$52,399.20	\$42,925.76	10,000	\$16,000	\$0	\$5,000	\$5,528	\$0	\$0	\$0	\$0	\$0	\$4,000	\$2,500	\$0	\$3,000	\$0	\$2,050	\$2,380	\$1,720	\$3,960	\$5,900	\$157,362.961
Construction Phase Services - Main Contract (30 Months)	\$1,497,115.20	\$433,649.06	138,000	\$159,280	\$0	\$145,000	\$55,603	\$0	\$0	\$0	\$0	\$0	\$103,000	\$32,000	\$4,250	\$0	\$10,000	\$16,350	\$18,810	\$13,890	\$18,000	\$11,800	\$2,656,747.259
Construction Close Out	\$17,727.68	\$8,839.06	12000	\$4,000	\$0	\$5,000	\$11,115	\$0	\$0	\$0	\$0	\$0	\$5,000	\$2,500	\$0	\$3,500	\$6,000	\$1,990	\$2,190	\$1,660	\$8,640	\$0	\$90,161.745
Building Commissioning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225,000.000
OCI Door Hardware base Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,000	\$34,000.000	
EBS Markup for OCI Base Services																					\$3,400	\$3,400.000	
OCI Optional Services																					\$2,800	\$2,800.000	
EBS Markup for OCI Optional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280	\$280.000	
Subtotal Scope B	\$4,321,651.84	\$1,465,282.57	\$571,102	\$747,197	\$24,000	\$725,000	\$829,857	\$0	\$194,375	\$274,800	\$225,000	\$7,000	\$202,000	\$108,500	\$14,500	\$122,980	\$49,500	\$66,040	\$75,680	\$55,870	\$308,100	\$150,810	\$10,539,245.408
SUPPLEMENTAL CONSULTANT SERVICES FEE SUMMARY - SCOPES A & C																							
Program Validation/Concept Design			25000				\$31,114	\$8,200.00		\$17,600		\$0		\$0				\$1,000	\$1,100	\$780			\$84,794.00
Schematic Design			25000				\$21,848	\$8,200		\$25,600		\$0		\$6,500				\$2,100	\$2,540	\$1,800			\$93,588.00
Design Development			30,449				\$29,314	\$12,300		\$30,000		\$0		\$42,000				\$6,390	\$7,510	\$5,270			\$163,233.00
Early Bid Package – Site Civil			0				\$5,099	\$0		\$0		\$0		\$0				\$0	\$0	\$0			\$5,099.00
Early Bid Package – Design/Build Pile Foundations			0				\$4,945	\$0		\$0		\$0		\$0				\$0	\$0	\$0			\$4,945.00
Early Bid Package – MEP Bridging Documents			0				\$5,847	\$0		\$0		\$0		\$0				\$0	\$0	\$0			\$5,847.00
Early Bid Packages – Construction Administration Services			0				\$13,111	\$0		\$0		\$0		\$0				\$0	\$0	\$0			\$13,111.00
Construction Documents - Main Contract			35,449				\$29,411	\$16,400		\$44,000		\$0		\$47,000				\$11,580	\$13,420	\$9,540			\$206,800.00
Permits/Approvals			2000				\$5,066	\$0		\$0		\$0		\$4,000				\$860	\$1,190	\$860			\$13,976.00
SUPPLEMENTAL CONSULTANT SERVICES FEE SUMMARY - SCOPES A & C																							
Construction Phase Services - Main Contract (30 Months)			30,000				\$16,918	\$14,350		\$0		\$0		\$45,000				\$7,510	\$8,840	\$6,380			\$128,998.00
Construction Close Out			3000				\$6,846	\$0.00		\$0		\$0		\$2,500				\$930	\$930	\$730			\$14,936.00
Subtotal Scopes A & C	\$0	\$0	\$150,898	\$0	\$0	\$0	\$169,519	\$59,450	\$0	\$117,200	\$0	\$0	\$0	\$147,000	\$0	\$0	\$0	\$30,370	\$35,530	\$25,360	\$0	\$0	\$735,327.00
Subtotal Scopes A, B, & C	\$4,321,652	\$1,465,283	\$722,000	\$747,197	\$24,000	\$725,000	\$999,376	\$59,450	\$194,375	\$392,000	\$225,000	\$7,000	\$202,000	\$255,500	\$14,500	\$122,980	\$49,500	\$96,410	\$111,210	\$81,230	\$308,100	\$150,810	\$11,274,572.41
Consultants 5% Mark-up	\$347,646																						\$347,646.03
Total Scopes A, B, & C	\$4,669,298	\$1,465,283	\$722,000	\$747,197	\$24,000	\$725,000	\$999,376	\$59,450	\$194,375	\$392,000	\$225,000	\$7,000	\$202,000	\$255,500	\$14,500	\$122,980	\$49,500	\$96,410	\$111,210	\$81,230	\$308,100	\$150,810	\$11,622,218.44
Reimbursable Allowance																							
Reimbursable Allowance	\$30,000	\$20,000	\$150,000	\$15,000	\$5,000	\$5,000	\$2,110	\$0.00		\$2,000	\$1,000	\$0	\$2,000	\$0	\$2,000	\$500	\$750	\$7,000	\$3,000	\$3,000	\$0	\$0	\$248,360.00
Liability Insurance Rider	\$232,000	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.0	\$0.00	\$0.00	\$0	\$0	\$277,000.00
Subtotal Reimbursables	\$262,000	\$20,000	\$150,000	\$15,000	\$5,000	\$50,000	\$2,110	\$0	\$0	\$2,000	\$1,000	\$0	\$2,000	\$0	\$2,000	\$500	\$750	\$7,000	\$3,000	\$3,000	\$0	\$0	\$525,360.00
TOTAL SERVICES SCOPES A, B, & C	\$4,931,297.87	\$1,485,282.57	\$872,000.00	\$762,197.00	\$29,000.00	\$775,000.00	\$1,001,486.00	\$59,450.00	\$194,375.00	\$394,000.00	\$226,000.00	\$7,000.00	\$204,000.00	\$255,500.00	\$16,500.00	\$123,480.00	\$50,250.00	\$103,410.00	\$114,210.00	\$84,230.00	\$308,100.00	\$150,810.00	\$12,147,578.44



**DRAFT**



04/06/2023

**EXECUTIVE ARCHITECT TEAM**  
**QUALITY ASSURANCE & QUALITY CONTROL PLAN**

***City/County of San Francisco Public Works***

***San Francisco Fire Department Fire Training Facility***

**SERVICES**

Architectural & Engineering Team led by Executive Architect, RossDrulisCusenbery Architecture Inc. (RDC) for a New Fire Training Facility

**PROJECT**

San Francisco Fire Department (SFFD) Fire Training Facility (FTF), 1236 Carroll Avenue, San Francisco, CA

The following describes RDC's QA/QC plan for this project.

**QA/QC Scope**

The A/E team's QA/QC efforts will cover all Scope B work inclusive of all site civil work and the coordination of the Scope A and Scope C work into the Contract Documents.

**Quality Assurance/Quality Control Plan for the New Fire Training Facility**

The A/E team will implement a Quality Assurance/Quality Control (QA/QC) Plan for Scope B to be used throughout the design process for the San Francisco Fire Training Facility (FTF). This QA/QC plan is tailored to the specifics of the project using accepted professional standards of care and principles of RDC's firm-wide Quality Management Program. The plan is developed to facilitate delivery of project documents that are technically sound, complete, and coordinated to accurately communicate the design intent and scope of the project and be in conformance with the project program, budget and scope requirements. The Project QA/QC Plan is based on the following principles of quality management.

**PRINCIPLES OF QUALITY MANAGEMENT**

- Quality management begins at the outset of the project and is continuous through each phase and during the entire course of the work.

- All project team members are responsible to contribute to the quality management process.
- The ability to affect change and take corrective action diminishes during the course of the project.
- All team consultant team members will implement their own internal QA/QC process and quality check prior to submitting documents to RDC
- All team members agree to participate in regular QA/QC coordination meetings during each phase with RDC

### **A/E TEAM QA/QC COORDINATORS**

RDC's Senior Project Manager, Edwin Wilson AIA and Associate Architect PM, Mike McGroarty, AIA will be the Project's QA/QC Coordinators. They will lead and coordinate the Quality Assurance and Quality Control process for the project. Each A/E team discipline shall identify their respective QA/QC Coordinator and attend regular QA/QC coordination meetings and implement QA/QC design modifications as required for the delivery of complete, accurate and coordinated professional deliverables.

### **QUALITY ASSURANCE PROCEDURES & GUIDELINES**

RDC's QA/QC Coordinators will conduct a QA/QC kick-off meeting with the Consultant team prior to commencing Concept Design. Each discipline will develop and utilize their own QA/QC check list for each phase and coordinate the findings of their individual QA/QC reviews with the rest of the A/E team. The Quality Assurance process will include adoption and use of the following standards and procedures:

#### **1. Teamwide adoption of QA/QC objectives and scope**

- a. Teamwide QA/QC program and coordination
- b. All A/E, CMGC and City cost estimators will utilize the same cost estimation format and agree upon this format prior to the development of cost estimates during the Concept Phase.
- c. QA/QC team responsibilities
- d. QA/QC schedule and milestones
- e. Two QA/QC coordination meetings per phase
- f. Regular BIM coordination
- g. Coordination of BOA and BOLA work
- h. Coordination of CMGC input
- i. Utilization of RDC's Quality Control Checklist

#### **2. Common Team Communication Protocols**

- a. QA/QC for each discipline shall be led by that firms' QA/QC coordinator
- b. Common teamwide Filing and Data Management standards will be adopted
- c. Communication protocols will be established and agreed to

#### **3. Identification & conformance to Project scope, schedule, budget, approval and deliverable requirements**

- a. Project goals and objectives
- b. Scope
- c. Schedule
- d. Budget
- e. Approvals

#### **4. Adoption of Document standards**

- a. Construction document standards
- b. BIM standards
- c. Standardized cost estimation formats

#### **5. Teamwide Coordination**

#### **6. Document Review**

- a. Milestone Quality Review
- b. Senior Staff Reviews
- c. CMGC Constructability Reviews
- d. Integrated Project Review
- e. CMGC Clash Detection Response

#### **7. Project QA/QC Reconciliation and Reporting**

### **QUALITY CONTROL**

Quality assurance measures shall be employed throughout the design process. Formal milestone reviews will focus on coordination of code compliance, accessibility, architecture and engineering design, clash detection, completeness of the documents and coordination of the drawings with the specifications. These reviews will be performed for verification of quality, coordination, and completeness of the work prior to the milestone deliverables in every phase of every project. All disciplines will be reviewed for coordination and conformance with the contract and program requirements. Critical systems including mechanical, fire/life safety, Class A and Class B live fire props and exterior envelope will undergo a peer review at certain milestones. Comments will be generated, addressed, and tracked for the project record through the use of Bluebeam Studio a cloud-based collaboration tool. All team members shall have access to the same common review documents and will be able to view the comments made by others. This will reduce or eliminate duplicative and contradictory comments. Reports will be generated to capture comments from the quality review and then shared and archived along with the annotated documents in PDF or printed format.

Milestone Quality Reviews will occur at each phase of the project tailored to the relevant information for that phase. Quality reviews are coordinated to include participation of the Project Team, Peer Review, and the independent Quality Reviewers. Comments from the milestone QC review will be address as required with prior to the commencement of the quality review by the client and the CM/GC. At the completion of the review process, comments and feedback from all participants are synthesized with responses documented. Information will be reviewed into the milestone workshops and relevant revisions will be incorporated into the project documents.

A senior project architect or engineer (Quality Reviewer), not assigned to the project, will lead the Quality Review for each discipline. Comments that carry over to a subsequent phase can be added to the project issues log for tracking. This information can be accessed by multiple team members from any location.

#### **1. Quality review:**

- a. The Quality Review will be done sufficiently in advance of the milestone deadline to be able to check and incorporate required changes into the work. The Quality Review will focus on the following key issues:
  - Codes and Life Safety
  - Accessibility
  - Subject Matter Expert (SME)
  - Interdisciplinary Coordination
  - Sub-Consultants Quality Assurance
  - Building Performance
- b. **Constructability:**  
 Constructability reviews will also be independently performed by the CMGC and shared with the A/E team. The A/E team's Quality Review will be performed using Bluebeam Studio. Comments are color coded by author. The Quality Reviewer will check the deliverables for the phase, including drawings, specifications, and reports against the key issues, marking directly on the documents. Upon the completion of the review, the Project Architect will review all of the comments, and assign the responsibility for each actionable comment to a team member within the file. The team member will either respond to clarify or make the correction and change the comment status to CLOSED. Comments that require review and discussion with the owner will be coded and extracted to an issues log for follow up. A PDF of the Quality Review documents will be provided to the owner at the end of the phase to ensure the transparency and efficacy of the process.

## 2. Senior Staff QA/QC Reviews:

- a. Concurrent with the Milestone quality review, independent QA/QC Reviews will be performed by one or more senior staff from each primary discipline including: Architecture, Fire Training Center Subject Matter Expert (SME), Civil, Structure, Mechanical, Electrical, Plumbing, Exterior Envelope and Tel/Data. The review will be by staff or consultants outside of the immediate project team to provide a fresh look at the work. The focus of the review will be to evaluate the progress of the work against the milestone deliverable, provide feedback on design considerations, evaluate technical approach and quality, and check for interdisciplinary coordination. Comments will be in a consistent format with the Quality Review, sharing the same Bluebeam session for coordination with other reviewers. The following table summarizes the minimum QA/QC scope per project phase.

## Summary of QA/QC Minimum Scope Per Phase

Reviewer	Concept Design	Schematic Design	50% Design Development	Design Development	50% Construction Documents	95% Construction Documents	Construction Documents
<b>A/E Team QA/QC Review Scope</b>	Code Zoning Program Cost SME Architecture Accessibility	Code Zoning Program Cost SME Architecture Accessibility	Code Program Cost SME Architecture Accessibility Enclosure	Code Program Cost SME Architecture Accessibility Enclosure	Code Program Cost SME Architecture Accessibility Enclosure	Code Cost Architecture Accessibility SME Enclosure Site Civil	Code Cost Architecture Accessibility SME Enclosure Site Civil

Reviewer	Concept Design	Schematic Design	50% Design Development	Design Development	50% Construction Documents	95% Construction Documents	Construction Documents
	Site Civil Structure MEP/FP	Enclosure Site Civil Structure MEP/FP LEED	Site Civil Structure MEP/FP LEED	Site Civil Structure MEP/FP LEED	Site Civil Structure MEP/FP LEED	Structure MEP/FP LEED	Structure MEP/FP LEED
<b>CMGC Review</b>	N/A	N/A	Construct- ability MEP BIM Clash	Construct- ability MEP BIM Clash	Construct- ability MEP BIM Clash	Construct- ability MEP BIM Clash	Construct- ability MEP BIM Clash

### 3. Integrated QA/QC Milestone Review Workshops:

The A/E team will participate in six integrated Milestone Review Workshops at 90% Concept, 90% SD, 50% DD, 100% DD, 50% CD and 90% CD. The integrated Project Review is a partial or full day interactive session held at the beginning of the review period. Project stakeholders (project management, users, facilities and operations, authorities having jurisdiction) gather for the day in a group workshop with the design and beginning in the DD phase the construction team, participating in multiple concurrent discipline and systems-based project reviews. The intent is to orient the greater project team to the design, focus the discussion on the relevant issues in that phase, and daylight overarching concerns in a big room format prior to the client review period. At the end of the day, each focus group will present critical findings for discussion.

### 4. Client Review:

- a. Documents will be issued electronically to the City for their review and approval. The City will review documents for program compliance, zoning approval, durability, ease of operations and accommodation of City standards, capturing their comments electronically. Client review comments will be issued to the Project Team using the same formats as the CM/GC reviews.

### 5. CM/GC Review:

- a. Concurrent with the A/E and client reviews, documents will be issued electronically to the CM/GC for cost and constructability review. The CM/GC reviews will commence at 50% DD. CM/GC review comments will be captured and documented in a common format with the Client Review.

### 6. Reconciliation:

- a. After completion of the Milestone Review, CM/GC and City Reviews, all review comments will be distributed to the design team for review and evaluation. Project team leaders will synthesize information and respond to each of the items identified. Items requiring clarification will be incorporated into the milestone workshops. Review comments with cost implications will be flagged and tracked in the Cost Estimate. At the completion of this process, items will be flagged for integration into the project or synthesized

information will be red-marked by the Project Architect and Discipline leaders into the project Team Check Set. The Team Check Set will be distributed and a 'yellowed-out' set produced for verification to the client that the comments relative to that phase have been incorporated into the documents.

**7. Final QA/QC Coordination at Key Phase - 50% DD, 100% DD, 50% CD and 95% CD**

- a. The City team, CM/GC and A/E Team will attend a QA/QC coordination meeting immediately following the reconciliation exercise. The intent is to focus on three things – resolution of outstanding questions from the Milestone Reviews, reconciliation of cost, and an evaluation of the team’s progress.
  - i. In order to resolve outstanding comments, the workshop will focus on comments where there is conflicting direction, a deviation from the program or previous design direction, or where there are cost implications. Items that cannot be closed in the workshop will be identified for a research subgroup in the subsequent phase.
  - ii. The cost portion of the workshop will be planned and led collaboratively by both the CM/GC and the design team. The focus will be on Value Analysis instead of Value engineering.
    - Re-confirm priorities for program and goals
    - Analyze contributing design features
    - Seek improvements - Eliminate or reduce the cost of components that add little value. Enhance the value added by components that contribute significantly.
  - iii. As a team, review the results of the previous phase and assess the progress against the project goals. The team will use a plus/delta format to capture feedback from the team, and ideas for improvement going forward.

**SCHEDULE & CONTENT OF QA/QC MILESTONE REVIEWS**

1. Program Verification
  - a. Quality review:
    - i. Program Compliance
    - ii. SME Review
    - iii. Cost
  - b. Client Review
2. Concept Phase - 90%:
  - a. QA/QC Kickoff Meeting
  - b. Quality review
    - i. Program compliance
    - ii. Zoning compliance
    - iii. CEQA conditions
    - iv. SME Review
    - v. Site Civil coordination
    - vi. Cost
  - c. Integrated Project Review
  - d. QA/QC Coordination Meeting
  - e. Client Review
3. Schematic Design - 90%:

- a. Quality review
    - i. Key Issues
    - ii. SME Review
    - iii. Peer Review
    - iv. Cost
  - b. Integrated Project Review
  - c. Client Review
  - d. QA/QC Coordination Meeting
- 4. Design Development Phase – 50%
  - a. Quality review
    - i. Key Issues
    - ii. SME Review
    - iii. Peer Review
    - iv. Cost
  - b. Integrated Project Review
  - c. CM/GC Review
  - d. Client Review
  - e. QA/QC Coordination Meeting
- 5. Design Development Phase – 90% (NIC)
  - a. Quality review
    - i. Key Issues
    - ii. SME Review
    - iii. Peer Review
    - iv. Cost
  - b. Integrated Project Review
  - c. Client Review
  - d. CM/GC Review
  - e. QA/QC Coordination Meeting
- 6. Construction Document Phase – 50%
  - a. Quality review
    - i. Key Issues
    - ii. SME Review
    - iii. Peer Review
    - iv. Cost
  - b. Integrated Project Review
  - c. CM/GC Review
  - d. Client Review
  - e. QA/QC Coordination Meeting
- 7. Construction Document Phase – 90%
  - a. Quality review
    - i. Key Issue
    - ii. SME Review
    - iii. Peer Review
    - iv. Cost

- b. CM/GC Review
  - c. Client Review
  - d. QA/QC Coordination Review
- 8. Bid Documents
  - a. Quality review
    - i. Key issues
    - ii. Cost
  - b. CM/GC Review
  - c. QA/QC Coordination Meeting



## EXHIBIT 1

TEL 707 996 8448  
FAX 707 996 8542

ARCHITECTURE

July 19, 2023

Scott Moran  
Project Manager  
San Francisco Public Works  
49 South Van Ness Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94103

RE: San Francisco Fire Department Fire Training Facility: Proposal for Architecture & Engineering Services

**RossDrulisCusenbery Architecture, Inc. (RDC)** in Association with, Abercrombie Planning + Design and Kuth Ranieri Architects, Associate Architect, (RDC Team) is pleased to submit this proposal, for Architecture & Engineering (A/E) services for the new San Francisco Fire Department, Fire Training Facility (FTF) to be located at 1236 Carroll Avenue, San Francisco, CA. The following describes our understanding of the Project, Scope of Work and fee.

### GENERAL REQUIREMENTS

RDC shall provide Architecture & Engineering (A/E) Services for the planning and design of the new San Francisco Fire Department, Fire Training Facility to be located on an approximate 7.5-acre site at 1236 Carroll Avenue, San Francisco, CA. The Project will include but not be limited to the design and construction of a Fire Training Facility as described in the *San Francisco Public Works, San Francisco Fire Department, Fire Training Facility, Design Criteria Package, March 2, 2023* and per the requirements of the Professional Services Agreement between the City and County of San Francisco and RDC and as summarized below. The project will be constructed via the Construction Manager/General Contractor (CMGC) procurement method inclusive of the preparation of early bid packages and concurrent CA administration services during the design phases.

### REFERENCED SCOPE OF WORK REQUIREMENT DOCUMENTS

- San Francisco Public Works, San Francisco Fire Department, Fire Training Facility, Design Criteria Package, March 2, 2023.
- A/E Professional Services Agreement between the City and County of San Francisco and RossDrulisCusenbery Architecture, Inc. (Prime Agreement) – The DRAFT Agreement is substantially complete as of May 31, 2023 but is still being finalized by the City of San Francisco.
- Preliminary Geotechnical Report provided by City.
- Preliminary Topographic Survey provided by City.

### **THREE SPECIFIC SCOPES OF WORK A, B & C**

The Project Scope of Work will be organized into three scope categories, A, B & C, briefly listed below.

**Scope A – Design of Administration Classroom Building:** San Francisco Public Works Bureau of Architecture (BOA) will be responsible for the design, construction documentation and CA services for Scope A work.

**Scope B – Design of Inservice Building, Maintenance Shop Building, Outdoor Classroom, Live Fire and Simulation Training Structures and all FTF Site Work:** RDC's team will design Scope B work, inclusive of all site civil engineering for Scopes A, B & C and the coordination of Scopes A & C documents into the Contract Documents.

**Scope C – Landscape Architecture Design:** San Francisco Public Works Bureau of Landscape Architecture (BOLA) will be responsible for the design, construction documentation and CA services for all Scope C work. RDC will provide Civil and Structural Engineering services for Scope C work.

### **TOPOGRAPHIC SURVEY, GEOTECHNICAL SERVICES & UNDERGROUND UTILITY SURVEY**

SFPW will provide; all CEQA, topographic survey, hazardous materials assessment and geotechnical services for this project including but not limited to: Phase I and Phase II Environmental Assessment Studies; contaminated soils location diagrams and specifications for soils testing, handling, off haul of materials and soil monitoring requirements. The City will also provide; documentation identifying the location, depth, sewer and storm drain capacity and structural assessment of the existing buried box culvert and sewer lines currently on the property including but not limited to; the size, depth and location of all buried manholes and foundation types. The City will identify the structural load carrying capacity of the buried box culvert and smaller sewer line relative to their ability to support new street construction and fire apparatus. For the purpose of this proposal, it is assumed the buried box culvert and smaller sewer line is available for FTF stormwater and sewer discharge use and has the capacity to support new street construction and fire apparatus loading.

### **CONSTRUCTION METHOD**

The project will be constructed via the Construction Manager/General Contractor (CMGC) procurement method inclusive of the preparation of the early bid packages by RDC and the CMGC. The CMGC will prepare design/build mechanical, electrical, and plumbing (MEP) early trade bid packages based on RDC's Bridging Documents (100% Design Development) for those disciplines. The early bid package procurement will require the RDC team to provide concurrent CA services during other concurrent design phases.

In this proposal, RDC has provided an Additive Alternate design fee proposal to prepare SCOPE B, MEP system construction documents and bidding, construction phase and project close out services based on a design/bid/build procurement method, with Design Assist services provided by the GMGC. The proposed Add Alt services would be in lieu of the CMGC providing Bridging/Design/Build services for the MEP systems. Add Alt services would be provided by RDC only upon receipt of written authorization issued prior to 50% DD by the City.

## BID PACKAGES

The following bid packages will be produced by the RDC team.

BID PACKAGE	DESIGN PHASE	PRIMARY DISCIPLINES	RDC TEAM DELIVERABLE
<b>N/A</b>	<b>CONCEPT &amp; SCHEMATIC DESIGN PHASES</b>		
Completed prior to Design Development	Per Prime Agreement	ALL	The approved 100% SD Documents will establish the BOD for preparation of Early Bid packages
<b>BID PACKAGE #</b>	<b>EARLY BID PACKAGES BASED ON APPROVED 100% DESIGN DEVELOPMENT DOCUMENTS</b>		
<b>1.</b>	<b>SITE PERMIT #1:</b> Includes but is not limited to, preparation of early Site Civil Permit Documents for entire FTF site. <ul style="list-style-type: none"> <li>- Site Preparation</li> <li>- Rough Grading</li> <li>- Building Pads</li> <li>- Storm Water System</li> <li>- All buried Utilities</li> <li>- Site retaining walls</li> <li>- Other</li> </ul>	Architecture Civil, MEP & Landscape	100% Construction Documents, Specifications, Permit Facilitation, Bidding Services  Construction Administration Services
<b>2.</b>	<b>PILE PERMIT:</b> Includes but is not limited to: <ul style="list-style-type: none"> <li>- Performance Standards/Design Criteria for Design/Build Pile Permit Development</li> </ul>	Structural, Civil & Architecture	Pile Permit Design/Build Structural Criteria Construction Administration Services Permit by CMGC

BID PACKAGE	DESIGN PHASE	PRIMARY DISCIPLINES	RDC TEAM DELIVERABLE
3.	<b>BRIDGING DOCUMENTS MECHANICAL SYSTEMS:</b> Includes but is not limited to: <ul style="list-style-type: none"> <li>- Preparation of 100% Design Development Bridging Documents for Scope B Mechanical Systems</li> <li>- Written Performance Standards &amp; Design Criteria</li> <li>- Specifications</li> </ul>	Mechanical Architecture Energy Modeling Low Voltage Systems LEED Specifications	100% Bridging Documents (100% Dd), Written Design Criteria, Specifications, Peer Review of CMGC Trade Design/Build Documents Construction Administration Services Permits by CMGC
4.	<b>BRIDGING DOCUMENTS ELECTRICAL SYSTEMS:</b> Includes but is not limited to: <ul style="list-style-type: none"> <li>- Preparation of 100% Design Development Bridging Documents for Scope B Electrical Systems</li> <li>- Written Performance Standards &amp; Design Criteria</li> <li>- Specifications</li> </ul>	Electrical Low Voltage Systems Energy Modeling Architecture LEED Specifications	100% Bridging Documents (100% Dd), Written Design Criteria, Specifications, Peer Review of CMGC Trade Design/Build Documents Construction Administration Services Permits by CMGC
5.	<b>BRIDGING DOCUMENTS PLUMBING SYSTEMS:</b> Includes but is not limited to: <ul style="list-style-type: none"> <li>- Preparation of 100% Design Development Bridging Documents for Scope B Plumbing Systems</li> <li>- Written Performance Standards &amp; Design Criteria</li> <li>- Specifications</li> </ul>	Plumbing Fire Protection Architecture LEED Specifications	100% Bridging Documents (100% Dd), Written Design Criteria, Specifications, Peer Review of CMGC Trade Design/Build Documents Construction Administration Services Permits by CMGC
Main Contract	<b>CONSTRUCTION DOCUMENTS &amp; FINAL BID PACKAGE - MAIN CONTRACT</b>		
6.	All Other Work	All	100% Construction Documents, Permit Documents, Back Check Documents, Bid Documents

BID PACKAGE	DESIGN PHASE	PRIMARY DISCIPLINES	RDC TEAM DELIVERABLE
			& Conformed Set

### ESTIMATED CONSTRUCTION COST

The fixed construction cost budget limit (FCBL) for all Scopes A, B & C is \$158,631,579. Of this amount, Scope B's FCBL construction cost budget is \$101,770,926. The Scope B "Design to" cost target at bid award is \$96,682,380 inclusive of all site civil engineering for Scopes A, B & C. Scope B deliverables will be designed to meet the \$96,682,380 "Design To" construction cost target unless the scope is modified by the City through a VE process or otherwise approved.

### DRAFT A/E PROJECT PHASE DURATIONS

Assuming timely decision making, review and approval of documents and sequencing by project stakeholders, the following DRAFT project durations - *which exclude City review time* - apply. Phase Durations begin with RDC's receipt of Notice to Proceed for Concept Design. Should the project durations exceed the amounts below through no responsibility of RDC, Add Services fees for the time in excess of the target durations will apply.

- 100% Concept: 60 days (12 weeks)
- 50% SD: 30 days (6 weeks)
- 100% SD: 50 days (10 weeks)
- 50% DD: 40 days (8 weeks)
- 100% DD: 60 days (12 weeks)
- 50% CD: 60 days (12 weeks)
- 95% CD: 40 days (8 weeks)
- 95% CD Estimate/Constructability: 20 days (4 weeks)
- 100% CD: 20 days (4 weeks)
- Permits & Approvals: 550 days (110 weeks) – assumes start in parallel with start of 50% DD
- Construction: 760 days (152 weeks) – assumes start 48 weeks after start of Permits & Approvals

### LEED GOLD

The project will be designed to achieve LEED Gold certification. The LEED Gold boundary shall be limited to the boundary surrounding the occupied buildings including, Admin/Classroom Building, Fire Apparatus Building, Inservice Building, Maintenance Shop Building and associated site areas. The LEED Boundary may be modified if necessary to support the achievement of LEED Gold.

#### **MINIMUM PROFESSIONAL & GENERAL LIABILITY INSURANCE REQUIREMENTS**

The minimum insurance coverage limits per discipline shall be per the Prime Agreement. Cost of excess professional liability insurance coverage above the current \$2M coverage carried by RDC or its structural engineer will be an approved reimbursable expense paid by the City beginning at Notice to Proceed through 36 months past project completion. RDC's current estimate for its excess coverage cost is \$29,000 per year. RDC will increase its professional coverage to the \$10 M coverage limit upon receipt of notice to proceed from the City, and invoice the City for the Year One installment cost for the excess coverage. RDC will invoice the City annually thereafter for each succeeding year's cost of excess insurance on the anniversary date of receipt of NTP.

#### **CONTRACTING ENTITY**

RDC shall be the Executive Architect and contracting entity for Scope B. The role of the Executive Architect is to holistically and collaboratively produce the design and contract documents for Scope B and coordinate the services provided by the City and include the design and construction documents prepared by BOA, BOLA and the CMGC into the Contract Documents. BOA and BOLA will provide CA services for their respective projects.

#### **DRAWING & CONTRACT DOCUMENT DELIVERABLES**

The FTF is a multi-building campus. RDC and the City agrees, the cost estimate format and the drawings prepared for all Scopes A, B & C including, each individual building or structure shall be organized and presented as separate, standalone, coordinated "chapters" or sections within the overall document sets. Deliverables for each building or structure will minimally include site plan, floor plans, elevations, sections, interior elevations, reflected ceiling plans, roof plan, details and civil, structural, MEP systems, fire training systems, specialty systems and other required drawing sheets and information per Attachment A of the Prime Agreement. The cost estimation format shall be the same between all project cost estimators as a means to more efficiently reconcile multi-party cost estimates.

#### **MINIMUM REQUIREMENTS FOR DELIVERABLES**

Attachment A of the Prime Agreement describes the minimum requirements for deliverables for this project. The deliverables for the Program Validation/Concept Design Phase will be modified per the following:

*In addition to the requirements of Attachment A of the Prime Agreement, the Program Validation/Concept Phase will also include the development of three program test fit options. The three options will be presented in conceptual building footprint/site plan diagram formats only. Following presentation of the test fit diagrams and discussion with the SFFD, a preferred concept will be selected by the SFFD. The selected option will include a preliminary site civil plan, an architectural site plan, floor plans, massing concepts and a structural concept description. A cost estimate will be prepared for the selected option. The A/E team will document the selected option per the requirements of Attachment A. The approved concept will be carried forward as the Basis of Design for Schematic Design.*

RDC will provide services that covers Scope B and also provide supplemental consultant services for Scopes A & C design. These services are summarized in the following Tables I & II of this proposal.

#### **FEE SUMMARY FOR BASIC SERVICES**

Table I summarizes RDC's fee inclusive of reimbursable allowances and markups for Scope B. A detailed breakdown of fees is included in Exhibit 1 of this Proposal. The total fee for all services is included in Table II, Item III below.

**TABLE I: SCOPE B FEE SUMMARY**

PROPOSAL FOR A/E SERVICES	SCOPE B
PHASE	TOTAL PHASE LUMP SUM FEE AMOUNT
Pre-Design Phase Project Coordination	\$85,633.12
Coordination Services for Scopes A & C	\$660,558.51
Existing Conditions Review, Format and Modeling (BKF)	\$38,392.00
Program Validation/Concept Design	\$908,292.04
Schematic Design	\$1,250,641.64
Design Development	\$1,689,417.14
Early Bid Package – Site Civil	\$197,872.33
Early Bid Package – Design/Build Pile Foundations	\$100,398.33
Early Bid Package – MEP Bridging Documents	\$124,798.33
Early Bid Packages – Construction Administration Services	\$160,894.37
Construction Documents - Main Contract	\$2,152,595.62
Permit/Approvals	\$157,362.96
Construction Phase Services - Main Contract (Provided Hourly - Assume 27 Months)	\$2,656,747.26
Construction Close Out	\$90,161.74
Building Commissioning	\$225,000.00
OCI Door Hardware base Services	\$34,000.00
EBS Markup for OCI Base Services	\$3,400.00
OCI Optional Services	\$2,800.00
EBS Markup for OCI Optional Services	\$280.00

PROPOSAL FOR A/E SERVICES	SCOPE B
PHASE	TOTAL PHASE LUMP SUM FEE AMOUNT
<b>I. SUB-TOTAL CONSULTANT FEES SCOPE B</b>	<b>\$10,539,245.41</b>

#### SFPW'S USE OF SELECTED RDC CONSULTANTS FOR SCOPES A & C

SFPW will utilize six of RDC's team consultants to support their design of Scopes A and C. The following RDC consultants have provided proposals for Scopes A and C in addition to their proposal for Scope B work.

- Abercrombie Planning + Design – Subject Matter Expert
- AR Green – LEED
- BKF Civil Engineers
- Clearstory – Signage & Graphics
- Cumming – Cost Consultant
- Guidepost Solutions - Low Voltage Electronics, IT, Data, Telecommunications, Security System

Table II summarizes RDC's supplemental consultant fees inclusive of reimbursable expenses and markups for Scopes A & C. The total fee for all services is included in Item III below. A detailed breakdown of fees is included in Exhibit 1 of this Proposal.

**TABLE II: SCOPE A & C SUPPLEMENTAL SERVICES FEE SUMMARY PER PHASE**

PROPOSAL FOR SUPPLEMENTAL A/E SERVICES	SCOPES A & C
PHASE	TOTAL LUMP SUM PHASE FEE AMOUNT
Program Validation/Concept Design	\$84,794.00
Schematic Design	\$93,588.00
Design Development	\$163,233.00
Early Bid Package – Site Civil	\$5,099.00
Early Bid Package – Design/Build Pile Foundations	\$4,945.00
Early Bid Package – MEP Bridging Documents	\$5,847.00
Early Bid Packages – Construction Administration Services	\$13,111.00
Construction Documents - Main Contract	\$206,800.00
Permits/Approvals	\$13,976.00
Construction Phase Services - Main Contract (27 Months)	\$128,998.00
Construction Close Out	\$14,936.00



PROPOSAL FOR SUPPLEMENTAL A/E SERVICES	SCOPES A & C
PHASE	TOTAL LUMP SUM PHASE FEE AMOUNT
<b>II. SUB TOTAL CONSULTANT SUPPLEMENTAL FEE SCOPES A &amp; C</b>	<b>\$735,327.00</b>
<b>SUBTOTAL CONSULTANT FEES - SCOPES A, B &amp; C</b>	<b>\$11,274,572.41</b>
Consultants 5% Mark-up - Scopes A, B & C	\$347,646.04
<b>SUBTOTAL CONSULTANT FEES &amp; MARK UP - SCOPES, A, B &amp; C</b>	<b>\$11,622,218.45</b>
Reimbursable Allowance Scopes A, B & C	\$525,360.00
<b>III. TOTAL COST THIS CONTRACT - SCOPES A, B &amp; C</b>	<b>\$12,147,578.45</b>
<b>IV. Additive Alternate A/E Services:</b> Prepare Scope B, MEP Construction Documents inclusive of PV and battery storage systems and associated bidding, construction phase and project close out services.	<b>\$722,850.00</b>
Per the following breakdown of services:	
MEP:	\$550,743.00
Structural PV:	\$44,059.00
Civil PV:	<u>\$10,000.00</u>
Subtotal	\$604,802.00
5% Markup Consultants	<u>\$30,240.00</u>
Subtotal	\$635,042.00
Architecture PV	\$87,808.00
<b>Total</b>	<b>\$722,850.00</b>

## PROJECT TEAM

RDC's team includes the following consultants.

SAN FRANCISCO FIRE DEPARTMENT, FIRE TRAINING FACILITY EXECUTIVE ARCHITECT TEAM LIST				
#	DISCIPLINE	FIRM NAME	LBE STATUS	COMMENT
0	<b>Executive Architect</b>	RossDrulisCusenbery Architecture Inc.		
1	<b>Associate Architect</b>	Kuth Ranieri Architects	LBE	
2	<b>Subject Matter Expert (SME)</b>	Abercrombie Planning + Design		
3	<b>Mechanical, Electrical, Plumbing</b>	P2S		
4	<b>Structural Engineering</b>	Pannu Larsen McCartney	LBE Small, MBE	
5	<b>Civil Engineering</b>	BKF Civil Engineers		Topographic Survey by City
6	<b>LEED / Resource Efficiency</b>	AR Green Consulting	Micro- LBE, WBE	
7	<b>Industrial Engineer</b>	SCS Engineers		Environmental Consulting Services – Exhaust Capture Study
8	<b>Cost Estimating</b>	Cumming Management Group, Inc.		
9	<b>Building Commissioning</b>	NBA Engineering Inc.	MBE	
10	<b>Code Compliance/ Fire Life Safety</b>	Jensen Hughes, Inc.		
11	<b>Roofing / Waterproofing / Exterior Envelope</b>	RDH Building Science		
12	<b>Signage And</b>	Clearstory Inc.	Micro-	

	<b>Wayfinding</b>		LBE, WBE	
13	<b>Vertical Transportation (Elevator Design)</b>	Syska Hennessey Group		
14	<b>Fire Protection</b>	SJ Engineers	LBE Small, MBE	
15	<b>Acoustical Engineering</b>	Salter Inc.		
16	<b>A/V, Telecom, IT, Security</b>	Guidepost Solutions, LLC.		
17	<b>Lighting Design</b>	Niteo	Micro- LBE, WBE	
18	<b>Specification Writing</b>	Emily Borland Specifications, Inc.	Micro- LBE, WBE	
19	<b>Energy Modeling</b>	P2S		

## EXCLUSIONS

The following services are currently excluded from this proposal.

- Construction Phase services in excess of 152 weeks will be an Add Service
- Preparation of Early Bid packages in excess of those identified in this proposal
- Design of Exhaust Capture Systems for Live Fire Training Structures. The design and construction cost for these potential systems has not been included in the current construction cost estimate.
- Structural strengthening or retrofit design of existing buried box culvert or sewer systems to support loading from new roadways and fire apparatus
- Geotechnical studies or construction phase monitoring
- Title Report
- Construction site dewatering system calculations or design
- Construction staking
- CEQA studies including but not limited to; traffic studies, vehicle miles traveled, green house gas emissions, cultural resources and biological resources
- IOR services
- Special inspection services
- Design of offsite improvements beyond the center line of Carroll Avenue.

- Street or utility improvements at or in Armstrong Avenue
- Design of vehicle stop light systems at the FTF driveway intersections at Carroll Avenue.
- Preparation of Construction, Bid or Permit Documents for MEP or exhaust capture systems
- Securing of permits and approvals for MEP systems designed by CMGC
- Pile design and installation will be Design/Build by CMGC
- Design of Solar Panel and battery storage systems is included in the attached Add Alt. fee
- Elevator design will be limited to a mock elevator cab prop and operable door system only
- Hard copy reproduction costs of phase presentation documents, bid documents, permit sets and plan check documents is an approved reimbursable expense
- Preparation of FF&E procurement documents
- Design of individual gas fired props which are assumed to be proprietary designed, purchased and installed by a sole source provider.
- Design of the LPG tanks and main gas supply line distribution system to and within the Tower is included. Connection of the individual gas fired props at Tower prop control room and individual burn rooms will be by vendor.
- Permits and fees

Thank you for opportunity to provide services to San Francisco Public Works for this important public safety project. We look forward to collaborating and working closely with SFFD, BOA and BOLA to make this project a success. Please contact me should you like to discuss this proposal or our project approach.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael B. Ross".

Michael B. Ross, AIA, NCARB

Executive Principal

RossDrulisCusenbery Architecture, Inc.

18294 Sonoma Hwy.

Sonoma, CA 95476

[mross@rdcarchitecture.com](mailto:mross@rdcarchitecture.com)

**SAN FRANCISCO FIRE DEPARTMENT, FIRE TRAINING FACILITY (FTF)**  
**7/19/2023**

	<b>LBE %</b>
RossDrulisCusenbery Architecture, Inc.	
Kuth Ranieri Architects LLP	12.61%
Abercrombie Planning + Design	
P2S Inc	
Pannu Larsen McCartney	6.24%
BKF	
AR Green Consulting LLC	0.51%
Cumming Management Group, Inc.	
Jensen Hughes, Inc.	
RDH	
Clearstory	2.20%
Syska Hennessey Group	
SJ Engineers	1.06%
Salter	
Guidepost Solutions LLC	
Niteo	2.65%
Emily Borland Specifications	1.30%
NBA Engineering, Inc.	1.94%
Stearns, Conrad & Schmidt Consultanting Engineers, Inc. (SCS)	
AGS, Inc	0.00%
<b>TOTAL LBE</b>	<b>28.50%</b>

## Attachment 4



# DESIGN TEAM BIM EXECUTION PLAN

*City/County of San Francisco Public Works New Fire Training Facility*

**Services:** Architectural and Engineering Team led by Executive Architect RossDrulisCusenbery Architecture (RDC) for a New Fire Training Facility

**Project:** San Francisco Public Works New Fire Training Facility

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## BACKGROUND

### DOCUMENT PURPOSE

The BIM Execution Plan is intended to support all BIM work undertaken collaboratively between project team members in the project BIM environment. Project team members are encouraged to ensure their internal procedures support the methodologies set out in this document in the interest of project quality control and improving the collaborative process. The BIM Execution Plan is a living document & any updates shall be circulated to the team for review & adoption.

### TERMINOLOGY

**Building Information Model (BIM)** – A digital representation of the physical and functional characteristics of the project, also referred to as Model(s).

**Level of Development (LOD)** – based on AIA E202, LOD describes the level of completeness to which a Model Element is developed at a given point in time.

**BIM Facilitator** – The individual and company responsible for hosting and facilitating the BIM effort.

**Model Owner** – The company responsible for the content or consolidation of a model.

**BIM Manager** – The individual within each contributing organization assigned to manage their contribution to the modeling effort.

**MEP Coordinator** – Person responsible to manage the BIM detailing and coordination process and lead the design and construction team in conflict resolution and best practices for detailing their work.

**BIM Project Engineer** – The main point of contact on the design or construction team responsible for BIM documentation and model integration.

**BIM Detailer** – The individual who creates 3D models including parametric families and professional quality drawings to support the BIM process.

**Design BIM** – Produced by the designers (architects and engineers of record) and used in the creation of the Contract Documents. These models are the background for coordination.

**CM BIM** – Model developed and maintained by the CM/GC as a tool to support collaboration and construction management. This model is utilized by trade subcontractors for the creation of coordinated shop drawings and contain the elements used for fabrication.

**As-Planned BIM** – Model that is continuously updated to reflect changes in the design.

**As-Designed BIM** – Model that reflects the project design at the end of the CD Phase.

**As-Built BIM** – Model that reflects the project as constructed.

**Supplemental Model** – Modeled items needed for the coordination effort not necessarily covered in the scope of the modeling team.

**Coordination Model** – The general term for a single consolidated model consisting of linked design, construction and/or supplemental models.

**Specialty Model** – Models produced to inform the decision-making process and provide data that supports the goals of delivering a high-performance building. Examples of these models include daylight studies and energy modeling.

**File Sharing Site** – The cloud service used to store project files and support automated file sharing and collaboration.



## PROJECT INFORMATION

### GENERAL

Project Name:	San Francisco Fire Training Facility
Project Number:	2023132
Project Address:	Carroll Avenue, San Francisco, CA
Project Phases:	Concept Design – 100% Schematic Design – 100% Design Development – 50%, 100% Construction Documents – 50%, 95% Permitting Construction Bid/Negotiation Construction Administration Commission Close Out
Contract Type:	Construction Manager/General Contractor (CM/GC)
Client:	San Francisco Department of Public Works (SFPDW)

### PROJECT OBJECTIVES

PRIORITY	OBJECTIVE	SOFTWARE / ACTION
HIGH	Deliver coordinated documentation through collaborative model authoring.	Autodesk Construction Cloud, Revit 2023, AutoCAD, Civil 3D Navisworks
MEDIUM	Use 3D visualization tools to aid in design reviews & client reviews	Revit, Sketchup, Enscape, Rhino, Adobe Suite
HIGH	LEED certification coordination and tracking	Communication and cooperation between AE team to achieve LEED credits
HIGH	Net Zero Energy & Title 24 Energy Modeling	Communication and cooperation between AE team to achieve NZE and Title 24 compliance

## MANAGEMENT

### CORE LEADERSHIP

RossDrulisCusenbery Architecture (RDC) will function as the BIM Facilitator, and will be responsible for overall management of the BIM process. Each party (Architects, Engineers, CM/GC, etc.) that is responsible for contributing model content will assign a BIM Manager for the project. The BIM Manager from each organization has a number of responsibilities. They include, but are not limited to:

- Participate in the development of early standards, data exchange and coordination processes to optimize the use of BIM during all phases of the project.
- Review and confirm models are clean, accurate and complete with respect to the design.
- Ensure the geometry is error free and presented in an efficient manner.
- Validate the Level of Development and controls as defined for each project phase.
- Validate modeling content during each phase.
- Combine or link multiple models.
- Participating in design review, constructability review, and model coordination sessions.
- Communicating issues back to the internal and cross-company teams.
- Ensure file and layer naming remain consistent and accurate.
- Managing version control.
- Facilitate the exchange and coordination of the 3D model through the collaborative file sharing site.

### CONTACT INFORMATION

Below outlines the point of contact for all project stakeholders. All general questions should be directed to or copy in these contacts.

NAME	ROLE	EMAIL	CONTACT #	COLOR
<b>SF Public Works</b>	<b>Client</b>			<b>SFDPW</b>
Scott Moran	Project Manager	scott.moran@sfdpw.org		
<b>SF Fire Department</b>	<b>End User</b>			<b>SFFD</b>
Darius Luttrupp	Project Manager	darius.luttrupp@sfgov.org		
Shayne Kaialoa	Director of Training	shayne.kaialoa@sfgov.org		
<b>RDC Architecture</b>	<b>Executive Architect</b>			<b>RDC</b>
Michael Ross	Principal	mross@rdcarchitecture.com	707-996-8448	
Mallory Cusenbery	Principal	mcusenbery@rdcarchitecture.com		
Edwin Wilson	Project Manager	ewilson@rdcarchitecture.com		
<b>Kuth Ranieri</b>	<b>Associate Architect</b>			<b>KR</b>
Liz Ranieri	Principal	er@kuthranieri.com	415-544-9880	
Mike McGroarty	Project Architect	mmcgroarty@kuthranieri.com	415-544-9880	
<b>SFDPW - BOA</b>				<b>BOA</b>
Lourdes Garcia	Section Manager	lourdes.garcia@sfdpw.org		
Matt Jasmin	Project Manager	matt.jasmin@sfdpw.org		
Jeffrey Dahl	Project Architect	jeffrey.dahl@sfdpw.org		

<b>SFDPW - BOLA</b>				<b>BOLA</b>
Tony Esterbrooks	Project Manager	anthony.esterbrooks@sfdpw.org		
<b>Abercrombie P+D</b>	<b>Fire Design Consultant</b>			<b>APD</b>
Tommy Abercrombie	Principal	tommy@abercrombiedesign.com	817-920-9198	
<b>AGS, Inc.</b>	<b>Geotechnical</b>			<b>AGS</b>
Bahram Khamenehpour	Principal	Bahram.khamenehpour@agsinc.com	510-219-2656	
<b>BKF</b>	<b>Civil</b>			<b>BKF</b>
Jason Kirchmann	Principal	jkirchman@bkf.com	415-930-7964	
Becky Dower	Project Manager	bdower@bkf.com	707-583-8536	
<b>Pannu Larsen McCartney</b>	<b>Structural</b>			<b>PLM</b>
Hardip S. Pannu	Principal	hpannu@plmse.com	415-625-5302	
Danil Botoshanky	Senior Associate	dbotoshanky@plmse.com	415-625-5313	
Daniel Silva	Associate	dsilva@plmse.com	415-625-5320	
<b>SJ Engineers</b>	<b>Fire Protection</b>			<b>SJE</b>
Neil Joson	Principal	njoson@sjengineers.com	415-298-9388	
Alex Brown	Project Engineer	abrown@sjengineers.com	510-832-1505	
<b>P2S</b>	<b>MEP</b>			<b>P2S</b>
Larry Swartz	Principal	larry.swartz@p2sinc.com	206-267-4904	
Wesley McKean	Project Manager	wesley.mckean@p2sinc.com	562-497-2999	
Eric Gomez	Plumbing Engineer	eric.gomez@p2sinc.com	562-384-5114	
Scott Newman	Mechanical Engineer	scott.newman@p2sinc.com	562-497-2999	
Lars Henderson	Electrical Engineer	lars.henderson@p2sinc.com	562-384-4741	
<b>Niteo</b>	<b>Architectural Lighting</b>			<b>NL</b>
Key Anderson	Principal	key@niteolighting.com	415-416-8498	
Maki Jung	Design Principal	maki@niteolighting.com	415-735-4409	
Eric Parker	Associate	eric@niteolighting.com	216-544-0597	
<b>Guidepost Solutions</b>	<b>Low Voltage</b>			<b>GPS</b>
Ray Kolodzieczak	Sr Project Mngr-Security	rkolodzieczak@guidepostsolutions.com	978-396-0393	
Neal Schatmeier	Sr Project Mngr-Telecom	nschatmeier@guidepostsolutions.com	510-250-6227	
Kelly Miller	Sr Project Manager-AV	kmiller@guidepostsolutions.com	510-250-6229	
<b>Clearstory, Inc.</b>	<b>Signage/Wayfinding</b>			<b>CLRS</b>
Julie Vogel	President	julie.v@clearstorysf.com	415-773-1000	
Justin Lawrence	Project Manager	justin.l@clearstorysf.com	415-773-1000	
<b>P2S</b>	<b>Energy Modeling</b>			<b>P2SEM</b>
Mrigesh Roy	Analyst	mrigesh.roy @p2sinc.com	669-268-1007	
<b>AR Green Consulting</b>	<b>LEED</b>			<b>ARG</b>
Adhamina Rodriguez	Principal	adhamina@argreenconsulting.com	415-559-0331	

<b>NBA Engineering, Inc.</b>	<b>Building Commissioning</b>			<b>NBA</b>
Natalie Alavi	Principal	natalie@nbaeng.com	415-533-0407	
<b>Jensen Hughes, Inc.</b>	<b>Code Compliance</b>			<b>JH</b>
Manuelita David	Sr Consultant	mdavid@jensenhughes.com	510-775-1919	
Prajakta Dabade	Sr Fire Protection Eng.	pdabade@jensenhughes.com	925-208-0744	
Ian De Vries	Associate	ian.devries@jensenhughes.com	925-399-4336	
<b>SCS Engineers</b>	<b>Industrial Engineers</b>			<b>SCS</b>
James G. Ritchie	Project Director	jritchie@scsengineers.com	650-995-3312	
Jonathan Meronek	Project Manager	jmeronek@scsengineers.com	650-995-3312	
Ted Sison	Sr Project Professional	tsison@scsengineers.com	650-995-3312	
<b>RDH Building Science</b>	<b>Exterior Envelope</b>			<b>RDH</b>
Joe Pinon	Principal	jpinon@rdh.com	415-713-8584	
John Ng	Technologist	jng@rdh.com	510-381-3271	
<b>Syska Hennessy Group</b>	<b>Vertical Transportation</b>			<b>SHG</b>
Michelle Baratta	Associate Principal	mbaratta@syska.com	310-254-3934	
Kurt Lutter	Senior Associate	klutter@syska.com	415-288-5924	
<b>Salter</b>	<b>Acoustical Engineering</b>			<b>SAE</b>
Ken Graven	Sr Vice President	kgraven@salter-inc.com	415-397-0442	
Ethan Salter	Vice President	ethan.salter@cmsalter.com	415-397-0442	
<b>Emily Borland Specifications</b>	<b>Specifications</b>			<b>EBS</b>
Emily Borland	Principal	eb@emilyborland.com	415-971-4222	
Hector Rubio	Project Specifier	hr@emilyborland.com	415-971-4222	
<b>Cumming</b>	<b>Cost Estimator</b>			<b>CMM</b>
Ryan Zuehlke	Director	rzuehlke@cumming-group.com	916-779-7141	
Laurel Long	Sr Estimator	llong@cumming-group.com		

## ASSIGNED COLORS

Colors shown above shall be assigned to each discipline for the duration of the project. These colors will be employed for markups by each discipline within all Bluebeam markup sessions to allow for cohesive drawing reviews.

## ACCOUNTABILITY

Accountability is critical due to the interrelatedness of the coordination effort. Each team member depends upon the others to provide timely information, problem-solving, corrections and updates in order for the coordination effort to proceed smoothly. The dereliction of any one element compromises the integrity of the entire coordination effort. To that end, each entity and its representatives are responsible for the accuracy, completeness and timeliness of their portion of the model.

## THE PRODUCTION ENVIRONMENT

### SOFTWARE USE

All design team members shall use the following software unless otherwise agreed:

SOFTWARE	USE
Autodesk Revit 2023	Documentation Authoring
AutoCAD 2019-2023	Documentation Authoring (where agreed)
Bluebeam Revu 20	Coordination
Navisworks Manage	Coordination, Clash Detection, Simulation, and Analysis

### DOCUMENT HOSTING

The location for documentation shall vary depending on the documentation file type. Below outlines the host location for some of the most important file types used on the project. No documentation should be hosted elsewhere unless agreed with all parties.

DOCUMENT TYPE	HOST	DETAILS / LOCATION
Revit Models (.rvt)	ACC Docs	<a href="#">02 Production</a>
CAD Backgrounds	ACC Docs	<a href="#">02 Production</a>
Issued Drawings (.pdf)	SharePoint	Milestone Documents/ <i>Phase</i>
Meeting Minutes	SharePoint	Project Management/Meeting Minutes
Project Data	SharePoint	Discovery
Programming Data	SharePoint	Design Program
Coordination Docs (.pdf)	Bluebeam	Session ID:

## FILE NAMING CONVENTION

### REVIT FILE NAMING CONVENTION

*Project Abbreviation\_Building ##\_Discipline Abbreviation.rvt*

**Ex: SFFTF\_BLDG-01\_AR-RDC.rvt**

### NON-REVIT FILE NAMING CONVENTION (.dwg)

*Project Abbreviation\_Discipline Abreviation\_Building-##\_VIEW NAME.dwg*

**Ex: SFFTF\_AR-RDC\_BLDG-01\_FLOOR PLAN LEVEL 01.dwg**

### DISCIPLINE ABBREVIATIONS

Architecture (RDC): **AR-RDC**

Architecture (BOA): **AR-BOA**

Civil: **CE**

Landscape: **LA**

Structural: **SE**

Fire Protection: **FP**

Plumbing: **PE**  
Mechanical: **ME**  
Electrical: **EE**  
Fire Alarm: **FA**  
Low Voltage: **LV**

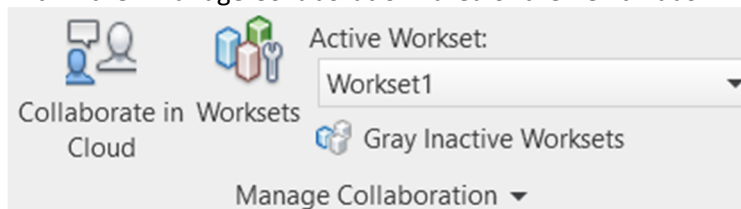
## ACCESSING AUTODESK CONSTRUCTION CLOUD DOCS

### GETTING ACCESS

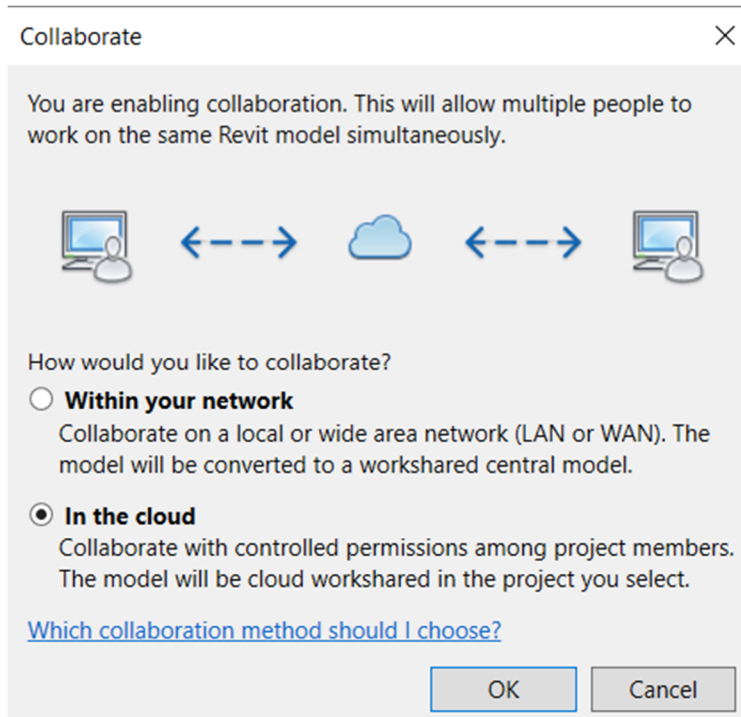
Autodesk Construction Cloud (ACC) Docs requires all participants to Sign-In with their existing Autodesk ID or Create a new Autodesk ID. Participants may already have an Autodesk ID from other ACC projects.

### UPLOADING YOUR CLOUD WORKSHARED MODEL

1. Ensure your model is 'Workshared' and has been saved as a Central model. Check that the file name is in line with conventions set out in the BIM Execution Plan.
2. Open the Central model and navigate to the "Collaborate" tab. Click "Collaborate in Cloud" within the "Manage Collaboration" area of the Revit ribbon.



3. After selecting "Collaborate in Cloud" you will be prompted to select your collaboration method – select "In the cloud".



4. When prompted navigate to the appropriate discipline folder and save the cloud workshared model – confirm that the file name is in line with conventions set out in the BIM Execution Plan.  
<ENTER RDC FILE STRUCTURE IMAGE>












## ACCESSING THE PROJECT SHAREPOINT

### GETTING ACCESS

The RDC project team will issue invitations to all design team members requiring access. No documents are to be shared with external team members without authorization. **Individuals should ensure they are using their organization email address and NOT a personal email to access.**

### FOLDER STRUCTURE

The project SharePoint has been created with a standard set of folders. See below for the “Design Team” folder structure and a brief description of the intended contents of specific subfolders. These can be edited to suit the project needs. Any alterations should be approved & carried out by RDC.

Documents > General > Design Team		<u>Subfolder Content Descriptions</u>
	Name ▾	
	3D Files	<b>3D Files</b> – Storage of specific 3D elements in Revit, Rhino, SketchUp, etc.
	Design Program	
	Discipline Communications	<b>Discipline Communications</b> – used to share information & files between disciplines. Each discipline has its own folder where files are to be uploaded.
	Discovery	<b>Discovery</b> -Agency regulations, Site Reports (Geotechnical, Hazardous Materials, etc.), and Topographic Surveys
	LEED	
	Milestone Documents	<b>Milestone Documents</b> – Final editions of documents published and distributed by Phase.
	Photos	
	Presentation	<b>Presentation</b> – Incremental Phase documents used for presentations to the Fire Department or Regulatory Agencies.
	Project Management	
	Specifications	<b>Project Management</b> – BIM Execution Plan, Logos, Meeting Minutes, Project Directory, Project Schedule, and QA/QC spreadsheets

## PUBLISHING SCHEDULE & SHARING BACKGROUNDS

### HOSTING FILES

Autodesk Docs will be used to distribute Revit & non-Revit production files (e.g. AutoCAD) where certain disciplines will be producing .DWG files and will require exported .DWG backgrounds from other disciplines.

### SHARING SCHEDULE

To ensure all discipline information is working with up-to-date information, the below table outlines the file sharing schedule for Revit & non-Revit production.

#### FOR REVIT USERS

Published File	Frequency	Location
Revit Model(s)	COB Friday, each week	Autodesk Docs; '02 Production' discipline specific folder
CAD Backgrounds (.dwg, plans & RCP)	COB Friday, each week	Autodesk Docs; 'Backgrounds' folder per discipline

#### FOR NON-REVIT USERS

Published File	Frequency	Location
CAD Backgrounds (.dwg, plans & RCP)	COB Friday, each week	Autodesk Docs; 'Backgrounds' folder per discipline

All exported files shall be saved in the 'Backgrounds' folder of that disciplines collaboration folder on Autodesk Docs. For each upload, a subfolder should be created to hold each export & names as follows:

*YYYYMMDD Background – Description (if required)*

## PROJECT COMMON DATA

### EXISTING PROJECT DATA

Below outlines existing project data related to the project &/or site. All received data must be validated by the team prior to use.

Document	SharePoint Location	Shared By	Date	Validated
Topo Survey	Discovery/Topographic Surveys			
Project Scope	Design Program			
Fire Flow Test	Discovery/Site Reports			
Geotech Report	Discovery/Site Reports			
Development Plan	Discovery/Regulations			

### PROJECT COORDINATES & DATUMS

Project will use the following file as the basis for coordinates in all models:

<Provide File Name>



## ACQUIRING SHARED COORINDATES

1. Open the appropriate discipline model.
  - a. Link in the "**File Name**" model.
    1. Click Insert tab ► Link panel ► Link Revit.
    2. In the Import/Link RVT dialog, select the "**File Name**" model from the current project location in the cloud.
    3. Use the default positioning of "Auto - Center to Center".
    4. Click Open.
  - b. Position the "**File Name**" model to the correct place in the appropriate discipline building model.
    1. In the Site Plan view, use the Align command align the references such as grids and levels on the site model to references of the building model.
    2. In any elevation view, use the Align command to align the site building pad to the base of the building model.
  - c. Acquire the Shared Coordinate system from the "**File Name**" model into the appropriate discipline building model.
    1. Click Manage tab ► Project Location panel ► Coordinates dropdown ► Acquire Coordinates.
    2. Select the "**File Name**" model linked instance in the open view. When the site model is selected it will be pinned in place.

All models shall use the following project base point & survey point:

DATUM	COORDINATES	NOTES
Survey Point		
Project Base Point	<Insert>	Each stakeholder shall place the coordination marker family at the project base point and at each level to allow for visual detection of coordination issues.
First Floor Slab	X' – X"	Levels to be aligned to XXXXX model at all times. Finish floor elevations will vary across the different buildings on the site.

## PROJECT UNITS & ACCURACY

All stakeholders shall use consistent units of measurement as set out below:

MEASUREMENT	UNIT	ACCURACY	
		MODELLING	DOCUMENTATION
Length	Feet & Inches	To 1/256"	To 1/8"
Angle	Degrees	To 2 decimal places	To 0 decimal places
Area	Square Feet (sqft)	Exact	Round Up

Volume	Cubic Feet	-	-
--------	------------	---	---

## REVIT MODEL SETTINGS

### PHASING

Below outlines the Revit phases to be used by all stakeholders to organize modeled elements and ensure clear documentation. These shall be created matching the order shown below

ORDER	PHASE NAME	DESCRIPTION
1	Reference	Used for objects not intended for documentation but useful for coordination. These include markers for coordinate validation.
2	Existing	Used for all existing construction on-site
3	Temporary	Used for all temporary construction where documentation is required.
4	New Construction	Used for all new construction

### WORKSETS

Below outlines the minimum Revit Worksets to be used by stakeholders to organize modelled elements and ensure clear documentation.

HOST MODEL	WORKSET	USE
All models	LINK-RVT-<discipline>	Used to hold each linked model on its own workset. e.g. Links-RVT-Structural
All models	LINK-DWG	Used by each discipline to hold CAD links in their models.
All models	Workset1	Used for general modelled elements where no additional subdivision is required.
Architectural	Shared Levels and Grids*	Will hold the basis for all grids and levels on the projects. All disciplines shall use 'copy/monitor' tool to ensure alignment across models.
Architectural	FFE	Will hold all furniture, fittings and equipment.
Arch & Electrical	Lighting	Holds all lighting fixtures
Elec, AV & Telecom	Devices	Holds all wall & ceiling devices

### LINKED VIEWS FOR CAD BACKGROUNDS

To ensure all design team models are using clean views for exporting backgrounds, 'linked' views will be setup for use with linked models. Below outlines the current linked views to be used.

HOST MODEL	VIEW NAME	USE
Architectural	+LINK-A-SLAB	For coordinating slab openings w/ structural
Architectural	+LINK-A-LEVEL XX PLAN	Used by S & MEPF for background plans.
Architectural	+LINK-A-LEVEL XX RCP	Used for MEPF for background RCPs
Electrical	+LINK-E-LIGHTING	Used to show electrical lighting fixtures.

## REVIT MODEL QUALITY CONTROL & MODEL HEALTH

RDC will provide and require an internal Revit model QC on the part of the entire Design Team prior to the completion of each project phase

### INTERNAL QUALITY CONTROL

Each team member is responsible for producing quality Revit model components that can be used and opened effectively by all other team members. Team members will perform checks on their respective model components pursuant to the following:

1. Visual Check: Perform a visual check to confirm that there are no unintended model components and confirm design intent has been followed.
2. Interference Check: Detect problems within individual model components and with the interface between model components where two building components clash, including where required clearances clash.
3. Modeling Protocols Check: Confirm that the protocols defined in other portions of this BIM Execution Plan have been followed.
4. Model Integrity Check: Check for items that affect the integrity of each model component, such as corrupted families, duplicated model elements, software warnings, models with overly large file sizes, etc.

### EXTERNAL QUALITY CONTROL

Upon receipt of another team member's Revit model, team members shall report to the Model Author any model quality issues discovered. Model Authors shall promptly resolve reported model quality issues and issue a new version of the model.

## MODEL ELEMENT AUTHORIZING MATRIX

### WHAT IS THE MODEL ELEMENT AUTHORIZING MATRIX (MEAM)?

This matrix is used to determine the level of detail each discipline model must show for all building elements at the various project stages. Each discipline must notify the RDC team where alterations to the LOD matrix below is required or where elements noted will not be modeled in 3D.

### WHAT IS LEVEL OF DEVELOPMENT (LOD)?

As defined in Article 2 of AIA G202-2013 Contract Document, the BIM model should represent a certain Level of Development (LOD) at certain phases of the project. The 'Model Element Authoring Matrix' provided sets out the minimum level of development of the elements within each discipline's model at every project phase.

### HOW DO WE DEFINE LOD COMPLIANCE?

The project team will use the LOD descriptions set out in E202-2008 and the following document as the basis for LOD compliance:

*Level of Development Specification Part 1, December 2020.*

Download Link: <https://bimforum.org/loa/>

LEVEL OF DEVELOPMENT	DEFINITION	REPRESENTATION
LOD 100	Graphical representation using non-geometric symbols or elements.	Linework, 2D symbols, annotation
LOD 200	Represented by <b>generic</b> systems, objects or assembly in terms of quantity, size, shape, location & orientation.	3D Geometric placeholders (e.g. cube for equipment or a wall with no layers)
LOD 300	Represented by <b>specific</b> systems, objects or assembly in terms of quantity, size, shape, location & orientation.	Representative 3D Geometry & accurate information
LOD 400	Represented by additional detailing, fabrication, assembly & installation information	Detailed 3D geometry & information for fabrication
LOD 500 As-Built	Field verified in terms of size, shape, location, quantity & orientation	Geometry is moved following verified as-built on-site. No additional geometric detail required.

Representative	Project Phase		
	SD	DD	CD
<b>Architectural</b>			
Casework	-	200	300
Ceilings	100	200	300
Columns	100	200	300
Curtain Panels	-	200	300
Curtain Systems	-	200	300
Curtain Wall	-	200	300
Detail Items	-	-	300
Doors	100	200	300
Roof Fascias	-	200	300
Interior and Finish Products	-	-	-
Floors	100	200	300
Furnishings, Fixtures & Equipment Products	-	-	300
Furniture Systems	-	-	300
Grids	100	100	100
Roof Gutters	-	-	300
Levels	100	100	100
Property Lines	100	100	100
Railings	-	200	300
Ramps	100	200	300
Roofs	100	200	300
Shading Devices	-	-	-
Shaft Openings	100	200	300
Stairs	100	200	300
Wall Sweeps	-	200	300
Walls	100	200	300
Windows	100	200	300
Laundry Washing Machine	-	200	300
Laundry Dryers	-	200	300
Refrigerator and Freezer	-	200	300
Dishwashers	-	200	300

Representative	Project Phase		
	SD	DD	CD
Dishwasher Steam Hood	-	200	300
Cleaning Equip. Central Pressure Wash System	-	200	300
<b>Structural</b>			
<b>Steel</b>			
Structural Columns	-	200	300
Primary Framing	-	200	300
Secondary Framing	-	200	300
Misc. Metals Framing	-	-	-
Structural Connections	-	-	-
Braced Frames	-	200	300
Braced Frame Gussets	-	-	300
Beam Bracing/Kickers	-	-	300
<b>Concrete/CMU</b>			
Structural Floors/Slabs	-	200	200
Foundations & Grade Beams	-	200	300
Structural Concrete/CMU Walls	-	200	300
<b>Wood</b>			
Wood Posts	-	200	300
Heavy Timber Framing	-	200	300
Dimensional Lumber Framing	-	100	200
Structural Wood Walls	-	100	200
I-Joist Framing & Prefab Trusses	-	100	200
<b>Mechanical</b>			
Dampers	-	-	-
Duct Accessories	-	-	300
Duct Fittings	-	-	300
Duct Systems	-	200	300
Duct Primary Runs	-	200	300
Duct Secondary Runs	-	200	300
Flex Ducts	-	200	300
Flex Pipes	-	-	-
Package Rooftop Unit	-	200	300
VAVs, CAVs	-	200	300
Exhaust Fans	-	200	300
Hydronic Equipment	-	200	300
Chiller	-	200	300
Pumps	-	200	300
Valves Boxes	-	200	300
Duct Smoke Detectors	-	200	300
BMS Operator Workstations	-	200	300
Indirect Direct Heating/Cooling Units	-	200	300
Condensing Units	-	200	300
Fan Coil Units	-	200	300
Filters Supply Units	-	200	300
Expansion Tanks	-	200	300
Radiant Floor Chillers	-	200	300
Variable Frequency Drives	-	200	300
Radiant Manifolds	-	200	300
BMS VAV Controllers	-	200	300
BMS Unitary Controllers	-	200	300
Automatic Air Vents	-	200	300
Hydronics Pressure Regulators	-	200	300
Hydronics Pressure Relief Valves	-	200	300

Representative	Project Phase		
	SD	DD	CD
Minimum Inlet Temp. Valves for Boilers	-	200	300
<b>Plumbing</b>			
Pipe Accessories	-	-	300
Pipe Fittings	-	-	300
Pipes			
<1 ½"	-	-	300
>1 ½"	-	-	-
Sinks	-	200	300
ADA Accessible Showers	-	200	300
Eye Wash Station	-	200	300
Water Coolers	-	200	300
Wall Mounted Faucets	-	200	300
Toilets	-	200	300
Urinal	-	200	300
Water Hammer Arrestors	-	200	300
Domestic Hot Water Balancing Valves	-	200	300
Wash Station Temp. Control Valves	-	200	300
Plumbing Individual Flow Measuring Meters	-	200	300
Plumbing Water Hammer Arresters	-	200	300
Plumbing Floor Drain Trap Primers	-	200	300
Plumbing Eyewash Fixtures	-	200	300
Specialty Sink & Wet Tables	-	200	300
Rain Water Leaders	-	-	300
Domestic Water Backflow Preventors	-	200	300
Irrigation Water Backflow Preventors	-	200	300
Backflow Device for Hydronics System	-	200	300
Water Meters	-	200	300
Booster Pumps	-	200	300
Primary Hot Water Pumps	-	200	300
Secondary Hot Water Pumps	-	200	300
Radiant Chiller Pumps	-	200	300
Radiant Loop Pumps	-	200	300
Circulating Pumps	-	200	300
Storm Water Catch Basins, separators, Filters	-	200	300
Cleanouts	-	200	300
Sewer sediment Interceptors	-	200	300
Sewer Pump System	-	200	300
Irrigation Controller and Central Monitoring System Connection	-	200	300
Irrigation System Monitoring Sensors	-	200	300
Irrigation Flow Sensors	-	200	300
Irrigation System Valves	-	200	300
Water Heater	-	200	300
Hydronic Boilers	-	200	300
Sand Solids Interceptor	-	200	300
Hose Bibs	-	200	300
Trap Primers	-	200	300
<b>Electrical</b>			
Cable Tray Fittings	-	-	-
Cable Tray Runs	-	-	-
Cable Trays	-	200	300
Communication Devices	-	200	200
Conduit Fittings	-	-	-

Representative	Project Phase		
	SD	DD	CD
Conduit Runs	-	-	-
Groups <1 ½"	-	-	300
Groups >1 ½"	-	-	-
Conduits			
<1 ½"	-	-	300
>1 ½"	-	-	-
Emergency Egress Lights	-	200	300
Exit Lights	-	200	300
Switchgear	-	200	300
Panel Boards	-	200	300
Generators	-	200	300
Electrical Fixtures	-	200	300
Fire Alarm Devices	-	200	200
Lighting Devices	-	200	200
Lighting Fixtures	-	200	300
Security Devices	-	200	200
Automatic Transfer Switches	-	200	300
Transformer	-	200	300
Telephone Devices	-	-	-
Intrusion Panels	-	200	300
CCTV	-	200	300
Batteries	-	200	300
Control Panels	-	200	300
Annunciators	-	200	300
Smoke Detectors	-	200	300
Heat Detectors	-	200	300
Wall Horn/Strobe	-	200	300
WP Horn/Strobe	-	200	300
Power Switchboard	-	200	300
<b>Civil</b>			
Topography	100	100	100
Roads, Driveways, Access Ways, Parking Lots	-	200	300
Pavement	-	200	300
Curbs and Gutters	-	200	300
Retaining Walls	-	200	300
Exterior Building Structures	-	200	300
Storm Water Lines <3"	-	200	300
Sanitary Sewer Lines <3"	-	200	300
Points of Connection (Within and Beyond Project Area)	-	200	300
Trees	100	100	100
Irrigation Lines <4"	-	200	300
Planting	100	-	-
Sprinklers	-	-	300
Sprinkler Head	-	-	300
Risers	-	-	300
FCR Panel	-	-	300
Manifolds and Valve Bodies			
Pumps	-	200	300
<b>Fire Protection</b>			
Fire Sprinklers Riser Valves and Flow Switches with Alarm	-	200	300
Fire Sprinkles Manifolds and Test Port	-	200	300

Representative	Project Phase		
	SD	DD	CD
Fire Extinguishers	-	200	300
Pre-Action System	-	200	300
Tamper Switches	-	200	300

## COLLABORATING ON BLUEBEAM

### GETTING ACCESS

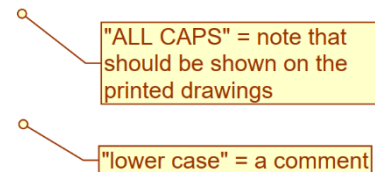
The design team Bluebeam session ID is listed below. All collaborative sessions will be hosted here: [Session ID: <Provide>](#)

### DISCIPLINE COLORS

All design team disciplines will utilize their assigned color to create clear markups on all Bluebeam sessions. Refer to the “Contact Information” section above.

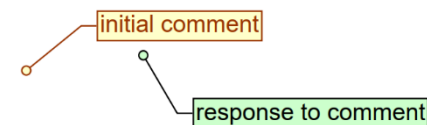
### ADDING NOTES

Use all caps or lower case to indicate the type of comment.  
Adjust leader toward pertinent area.



### REPLYING TO NOTES

To reply to a comment, use your discipline-designated text box color. Place text and box and position leader toward initial comment.



### ALERTING SOMEONE TO A NOTE

After adding a comment to the session, right-click the text box and select ‘Alert Attendee’ and select ‘Choose’. On the pop-up window, select the person you would like to alert. They will receive an email notification.

### STEP 5 - CLOSE A COMMENT

After a comment has been fully addressed, right-click the comment, select ‘Set Status’ and choose ‘Completed’. The RDC team will periodically remove completed comments.





London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: March 3, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Anthony Tyson, DEC  
Elaine Walters, FIR  
Esperanza Zapien / Johanna Gendelman, HSA  
Alysabeth Alexander-Tut, PRT  
Kelly Hiramoto, DPH  
Shawndrea Hale / Daniel Kwon, PUC  
Alexander Burns, DPW  
Cynthia Avakian, AIR  
Amy Nuque, MTA  
Vincent Lee, POL

Subject: **Personal Services Contracts Approval Request**

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This report contains seventeen (17) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

Total of this Report	YTD Expedited Approvals FY2022-2023	Total for FY2022-2023
\$370,340,000	\$199,082,425	\$2,726,201,781

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# POSTING FOR

March 20, 2023

## PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
<a href="#">47273 - 22/23</a>	Department of Early Childhood – DEC	\$300,000,000.00	Contractor is to provide fiscal agent and intermediary services to participants/programs qualified to receive Early Care & Education Workforce Development Compensation Initiatives funding to support the early educators of San Francisco. Contractor will disburse payments to participants/programs that successfully apply and meet specific criteria. Contractor will also issue payments to contracted providers for a series of ECE Workforce Compensation Initiatives including but not limited to: Wages, Educational Pathways, Higher Degree Attainment, Working Conditions, and Benefits. Contractor may also conduct fiscal payment transactions on behalf of the Department of Early Childhood (DEC) for other payments that are considered one-time-only miscellaneous services. Contractor must have a database and accounting infrastructure that allows for real-time data and reporting for all initiatives related to this strategic investment.	October 1, 2022	June 30, 2027	REGULAR
<a href="#">40212 - 22/23</a>	FIRE DEPARTMENT	\$500,000.00	Contractors will perform scheduled and as-needed maintenance and support services for a variety of Fire Safety Systems equipment	March 1, 2023	February 29, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>and programming systems in use at the San Francisco Fire Department stations. As technology advances, equipment and systems that are used in the day-to-day operation of Fire Alarm Systems are becoming increasingly more complicated and integrated with other devices and systems.</p> <p>Often, in addition to proprietary characteristics of the equipment, Original Equipment Manufacturers (OEMs) are turning to software solutions used in conjunction with the equipment to achieve full and greater functionality. Services performed by the contractor(s) may include, but are not limited to: standard maintenance services, preventive maintenance services, applying software/firmware upgrades, system integrations, maintenance and equipment surveys, and/or wiping of protected information from devices. Systems which need maintenance will include fire alarm and sprinkler systems.</p>			
<u>41523 - 22/23</u>	HUMAN SERVICES	\$300,000.00	<p>A robust training offering to level set and level up staff's equity knowledge, understanding, and leadership on equity issues,</p> <p>as well as ad hoc advising for SFHSA's leadership team. This training series and advising sessions will empower SFHA's full team build skills necessary to engage in generative discussions, embody equity and drive positive impact for the communities we serve. Work includes both Learning and</p>	February 1, 2023	June 30, 2024	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Development and Leadership Advising. This assists in the implementation of HSA's Racial Equity Plan			
<a href="#">45611 - 22/23</a>	HUMAN SERVICES	\$3,000,000.00	<p>The contract will be used to pay for licenses, hosting and maintenance for a technology system used to manage client referrals to employment services for the Human Services Agency/Workforce Division, as well as to manage job search and job placement assistance. The contract will also be used to pay for technical support that may be needed during the life of the contract, such as training and assistance developing new features and functionalities.</p> <p>The system will track and report on the employment placement activities of several populations, including CalFresh Employment &amp; Training, CalWORKs Welfare to Work, Refugee Employment Services, Foster Care Youth employment services, non-aided job seekers and others served by the Workforce Development Division staff of the San Francisco Human Services Agency.</p>	July 1, 2023	June 30, 2028	REGULAR
<a href="#">46165 - 22/23</a>	HUMAN SERVICES	\$500,000.00	<p>Consulting services to develop, provide and implement a new resource family recruitment plan and related services for Family and Children's Service (FCS), a division of San Francisco Human Services Agencies. The services include research, design and implementation of recruitment campaign. Contractor will approach the project in</p>	July 1, 2023	June 30, 2025	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			multiple phases: Strategy, Concepting, Production and Optimization/Maintenance.			
<a href="#">40048 - 22/23</a>	PORT	\$600,000.00	The Port seeks to contract with four firms with expertise in real estate economics, market and financial research and analysis, public financing mechanisms, site and master planning, urban design, architecture, historic preservation, maritime and surface transportation planning, community relations and related development services. These consulting services will support Port staff in its planning and management of public and mixed-use public-private partnership development projects, planning issues, and in negotiating leases.	March 15, 2023	March 14, 2026	REGULAR
<a href="#">41411 - 22/23</a>	PUBLIC HEALTH	\$10,000,000.00	Contractor will provide secure document and other media destruction services for the Department of Public Health. services will include the provision of secured collection bins throughout Department facilities, and the labor required to transport the bins to a secured description point and typically a larger truck that is on site and has a secured area to destroy the items. The services will be required to be provided in compliance will all The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements.	January 1, 2023	December 31, 2031	REGULAR
<a href="#">46499 - 22/23</a>	PUBLIC HEALTH	\$8,000,000.00	Contractor will provide a comprehensive biomedical maintenance and management program for the variety of biomedical	December 1, 2022	November 30, 2026	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			equipment in use at the the Department of Public Health. Specifically, the contractor will service Laguna Honda Hospital and other locations including but not limited to the health centers, San Francisco General (when not provided by the University of California), and any other unit that uses bio-medical equipment at the Department. The Contractor will inventory all equipment, and evaluate current maintenance procedures and then establish a plan to ensure as-needed maintenance and a preventive maintenance program is implemented. Contractor also will repair equipment per Original Equipment Manufacturer (OEM) specifications, or when feasible, send the equipment to OEM's or authorized service providers for repairs.			
<a href="#">48506 - 22/23</a>	PUBLIC HEALTH	\$400,000.00	The contractor(s) will provide a comprehensive Water Management Program (WMP) road map and testing for Laguna Honda Hospital. This entails managing the risk associated with close loop water and domestic water chemistry. The contractor(s) will test domestic water for Legionella and other microbials. Furthermore, the contractor(s) identify the physical risk associated with the water management annually.	April 1, 2023	March 31, 2028	REGULAR
<a href="#">41623 - 22/23</a>	PUBLIC UTILITIES COMMISSION	\$3,000,000.00	The proposed work would include ROW acquisition services for the projects and programs of the Infrastructure Division, such as the Sewer System Improvement Program	April 11, 2023	April 10, 2028	REGULAR



<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>and other SFPUC projects that require ROW activities. A full range of ROW work is required, including planning and budgeting, pre-CEQA activities such as obtaining Permits to Enter, ROW estimates, and appraisals; and post-CEQA activities such as acquisitions, relocation services, clerical support services, project tracking, and other, as-needed work.</p> <p>Acquisition work includes, but is not limited to, acquisition of fee and easements, as well as leases, permits, and licenses. Additional work to be performed as needed includes ROW encroachment clearance, condemnation services, land surveying services, property rights research and title services, and support of public meetings and presentations.</p>			
<a href="#">42278 - 22/23</a>	PUBLIC UTILITIES COMMISSION	\$3,800,000.00	<p>The San Francisco Public Utilities Commission (SFPUC) is committed to achieving racial justice by centering the agency's programs and resource allocations on racial and social equity. PRO.0266, which will award two consultants, aims to help the SFPUC better understand, market, communicate and engage its customers that have historically been undeserved or have faced systemic barriers in San Francisco. For example, consultants may conduct focus groups of these customers in their preferred language to gauge their understanding of the SFPUC and its discount programs. Consultants may also help to place advertisements in newspapers or on social</p>	June 1, 2023	June 1, 2027	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			media to help market the agency and bill relief offerings.			
<a href="#">47357 - 22/23</a>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$17,000,000.00	Public Works is seeking a qualified Architectural and Engineering (A/E) Team led by an Executive Architect to provide architectural, engineering, and related services to design a new Fire Training Facility for the San Francisco Fire Department (SFFD). The project will relocate the SFFD's existing training sites to a single site located at 1236 Carroll Avenue, San Francisco, CA 94124.	March 1, 2023	March 1, 2030	REGULAR
<b>TOTAL AMOUNT \$347,100,000</b>						

## Posting For March 20, 2023

### Proposed Modifications to Personal Services Contracts

PSC Number	<a href="#">Commission Hearing Date</a>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
43357 - 17/18 - MODIFICATIONS	March 20, 2023	AIRPORT COMMISSION -- AIR	\$12,000,000	\$22,000,000	As part of the San Francisco International Airport's (Airport) 5-year Capital Plan, Airport staff will require As-Needed Project Management Support Services (PMSS) contractors for short-term capital projects with expertise in: project controls, scheduling and cost estimating, pre-construction services, peer reviews, specialty design engineers, specialty construction inspectors, and specialty material testing and commissioning services. Consultants with experience and knowledge in Airport design and construction of terminals, air-side and land-side development, special systems and commissioning will be required.	12/31/2024	12/31/2028	REGULAR
40108 - 20/21 - MODIFICATIONS	March 20, 2023	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$0	\$1,500,000	The proposed work involves the design, fabrication, installation, and training for	02/06/2023	02/06/2029	REGULAR

PSC Number	<a href="#">Commission Hearing Date</a>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					specialized machinery necessary to replace the Cable Car cables. In order to replace each of the four cables in the Cable Car system, two separate, specialized reeling machines are required. One machine functions as a rewinder unit in that it collects a damaged and/or old cable, and the other functions as a holdback in that it dispenses a new cable into the system while maintaining tension in the line during the cable replacement procedure.			
45626 - 16/17 - MODIFICATIONS	March 20, 2023	PUBLIC HEALTH -- DPH	\$9,000,000	\$30,800,000	Contractor(s) will provide specialized consulting services in the area of information technology. As-needed and intermittent services to include: needs analysis, documentation of status of applications and processes, evaluation of processes and work flow, documentation of technical specifications, project management, enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services, data warehouse and archiving	06/01/2023	12/31/2031	REGULAR

PSC Number	<a href="#">Commission Hearing Date</a>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>initiatives, applications support, research and preparation of analyses of future state initiatives, documentation of specifications for new applications, and overall project support for interdepartmental clinical data integration initiatives. Focus areas will include systems and applications for: Whole Person Care Initiatives, Population Health, Environmental Health, Communicable Diseases, Prevention, financial systems, clinical systems, ongoing integration initiatives, Electronic Health Record (EHR)-related activities, managed care services, and technology modernization projects.</p>			
47188 - 20/21 - MODIFICATIONS	March 20, 2023	PUBLIC HEALTH -- DPH	\$2,240,000	\$5,240,000	<p>All required maintenance and support for the Nurse Call System at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital. Services will include repairs, maintenance, replacement of defective parts and components, and upgrades to</p>	04/01/2023	06/30/2028	REGULAR

PSC Number	<a href="#">Commission Hearing Date</a>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					all software and hardware system components. Services will include regular Preventative Maintenance (PM) service to ensure the system is performing in accordance with the published specifications. Services performed during the PM shall include but may not be limited to items such as: creating system backup files, battery checks, inspection and cleaning PC and master station consoles, software maintenance updates and applicable operation checks, rapid response to Critical Error situations, and 24 hours per day, 7 days per week support coverage.			
41422 - 17/18 - MODIFICATIONS	March 20, 2023	POLICE -- POL	\$0	\$1,000,000	The San Francisco Police Department (SFPD) Crime Lab requires a contractor to perform as-needed Y-Chromosome Short Tandem Repeat (Y-STR) testing on sexual assault kits to identify male suspects and other as-needed deoxyribonucleic acid (DNA) testing. A contractor will bridge the gaps when	07/01/2023	06/30/2026	REGULAR

PSC Number	<a href="#">Commission Hearing Date</a>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					caseloads surge or there is insufficient staffing to meet state mandated turnaround time.			
TOTAL AMOUNT					\$23,240,000			

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



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: Department of Early Childhood – DEC

Dept. Code: DEC

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

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

Type of Service: Administrative Services- Fiscal Intermediary.

Funding Source: 1% State/Federal 99% Local

PSC Amount: \$300,000,000

PSC Est. Start Date: 10/01/2022

PSC Est. End Date 06/30/2027

**1. Description of Work**

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

Contractor is to provide fiscal agent and intermediary services to participants/programs qualified to receive Early Care & Education Workforce Development Compensation Initiatives funding to support the early educators of San Francisco. Contractor will disburse payments to participants/programs that successfully apply and meet specific criteria. Contractor will also issue payments to contracted providers for a series of ECE Workforce Compensation Initiatives including but not limited to: Wages, Educational Pathways, Higher Degree Attainment, Working Conditions, and Benefits. Contractor may also conduct fiscal payment transactions on behalf of the Department of Early Childhood (DEC) for other payments that are considered one-time-only miscellaneous services. Contractor must have a database and accounting infrastructure that allows for real-time data and reporting for all initiatives related to this strategic investment.

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

The Office of Early Care & Education housed under the Human Services Agency was scheduled to become the Department of Early Childhood (DEC), beginning July 1, 2022 when we were joined by First 5 San Francisco. The Ordinance establishing the Department of Early Childhood was not executed until mid-October 2022. However, the critical work and services still needed to be provided to the community during this time. As part of the merger and transition, DEC lost critical administrative services that were being performed by the Human Services Agency (HSA), including but not limited to: assistance with contract procurement and management, processing invoices, work orders, issuing payments and advances to providers, etc. Unfortunately, staffing to provide the scope of work necessary to distribute, monitor, and report on the Early Care & Education Workforce Development Compensation Initiatives that were developed after the passage of BabyProp C on June 5, 2018. In time, DEC may have enough staff to create a back office with the bandwidth and expertise to handle these operational functions. However, the funding for Baby Prop C was urgently needed by early educators after being held up in court for several years. At the request of Mayor Breed a Request for Applications (RFA) for this funding was released prior to April 28, 2022, with grant funding scheduled to begin on July 1, 2022 for qualified organizations/educators. As previously mentioned, the ordinance was not approved until October 2022 so there is a need to expedite a contract with a dedicated fiscal intermediary and administrator to distribute, monitor, and report on the ongoing funding initiative implemented October 1, 2022. In addition, payments, reconciliation, and reporting will have peaks in workload commencing at the end of each quarter and therefore would not be feasible to have dedicated permanent civil service classifications to complete this work. Failure to contract these services may delay or pause future funding of the initiatives that are ongoing and exacerbate frustrations of San Francisco's early care and education community who have implemented this new initiative.

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

Yes, this type of service has been provided in the past for another City & County of San Francisco Department (see PSC-49329 1819 attached).

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

The need to renew will be dependent on having the staffing necessary to execute the scope of work necessary for the Early Care & Education Workforce Development initiatives and justifying the need for a permanent civil service classification for these tasks/services.

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

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

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

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

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

B. Explain the qualifying circumstances:

The Office of Early Care and Education(OECE) and First 5 San Francisco Children and Families Commission (FSSF) united as a the new Department of Early Childhood (DEC) effective July 1,2022 and the ordinance establishing the department happened in mid-October 2022. As part of this transition DEC will need to hire a team to handle the operations including all back office duties (i.e. budget, advances, invoicing, contract procurement, work orders, contract monitoring, etc.). In addition, the work will be intermittent with quarterly payments, reporting, and reconciliation that would be fiscally irresponsible to have full-time civil service employees assigned to do the work.

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

A. Specify required skills and/or expertise: Requirement of a minimum of three years demonstrated experience in fiscal intermediary and reporting services in the public/private sector for entities with gross revenues of a minimum of \$5,000,000 annually. Provider must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. Have sufficient working capital to provide fiscal services prior to reimbursement at no additional cost to the City and County of San Francisco. The contractor also must have the ability to review detailed information from the CA Workforce Registry in order to verify educational attainment, hours worked, role, wage information, and produce reports on changes and impact that occur throughout the duration of these targeted initiatives.

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:

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

The department does not have the administrative capacity or internal resources to manage direct payments to providers as part of these initiatives in a timely manner. Also, payments are intermittent and irregular, with a quarterly advance and reconciliation for changes during the fiscal year. Therefore, it is not practical to create the administrative capacity to manage the disbursements.

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

A. Explain why civil service classes are not applicable.

No specific civil service class currently has the capacity nor equipment to facilitate the payment processes across the many providers that is required to be disbursed payments in advance and intermittently throughout the fiscal year. Especially as new initiatives are phased in to compliment exiting efforts related to the early education workforce in San Francisco.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the fiscal services being intermittent.

**6. Additional Information**

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

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

**7. Union Notification:** On 02/08/2023, 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: Anthony Tyson Phone: 203-814-4361 Email: anthony.tyson@sfgov.org

Address: 1650 Mission St., Suite 300 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47273 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org) on behalf of [anthony.tyson@sfgov.org](mailto:anthony.tyson@sfgov.org)  
**To:** Tyson, Anthony (DEC); [plangrooferslocal40@gmail.com](mailto:plangrooferslocal40@gmail.com); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); Stan Eichenberger; [dtuttle@oe3.org](mailto:dtuttle@oe3.org); [dtubble@oe3.org](mailto:dtubble@oe3.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [NajuawandaDaniels@gmail.com](mailto:NajuawandaDaniels@gmail.com); [PierreKing - UAPD](mailto:PierreKing-UAPD@gmail.com); [president@sanfranciscodsa.com](mailto:president@sanfranciscodsa.com); [max.porter@seiu1021.org](mailto:max.porter@seiu1021.org); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [snaranjo@cirseiu.org](mailto:snaranjo@cirseiu.org); [mdennis@twusf.org](mailto:mdennis@twusf.org); [roger.marenco](mailto:roger.marenco@gmail.com); [pwilson@twusf.org](mailto:pwilson@twusf.org); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [Frigault, Noah \(HRC\)](mailto:Frigault,Noah(HRC)@gmail.com); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [mjayne@iam1414.org](mailto:mjayne@iam1414.org); Emanuel, Rachel (DEM); [laborers261@gmail.com](mailto:laborers261@gmail.com); [Laxamana, Junko \(DBI\)](mailto:Laxamana,Junko(DBI)@seiu1021.org); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbabaria@cirseiu.org](mailto:sbabaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [@sfpoa.org](mailto:@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach](mailto:mleach@gmail.com); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); Stan Eichenberger; Jason Klumb; [camaguey@sfmea.com](mailto:camaguey@sfmea.com) (contact); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Kbasconillo@sfwater.org](mailto:Kbasconillo@sfwater.org); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcamarillo@seiu@sbcglobal.net](mailto:pcamarillo@seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana](mailto:Wendy.Frigillana@gmail.com); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sffdlc798.org](mailto:gail@sffdlc798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmialocal300.org](mailto:djohnson@opcmialocal300.org); Ramon Hernandez; [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [christina@sfmea.com](mailto:christina@sfmea.com); [ecdenvoter@aol.com](mailto:ecdenvoter@aol.com); Thomas Vitale; Tyson, Anthony (DEC); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@seiu1021.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47273 - 22/23  
**Date:** Wednesday, February 8, 2023 2:31:01 PM

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RECEIPT for Union Notification for PSC 47273 - 22/23 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 47273 - 22/23 for \$300,000,000 for Initial Request services for the period 10/01/2021 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/19885> 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)**

# Baby Prop C Fact Sheet – Legal Uses and Allocations

## Legislation & Community Engagement

On June 5, 2018, 51% of the San Francisco electorate passed Proposition C (Baby Prop C), a Commercial Rent Tax for Child Care and Early Education by authorizing an additional tax on commercial property/leases with annual gross receipts over \$1 million; excluded from this tax are nonprofits and other small businesses.

In December 2018, a City Ordinance passed amending the Administrative Code to establish the [Early Care and Education for All Initiative](#), funded by appropriations from the Babies and Families First Fund. This ECE for All Initiative called for a nine-month planning process and charged the Office of Early Care and Education (OECE) to engage community to create a spending framework for the first five years of Prop C funding. The language in the ordinance provided guidance for uses of the funds to reflect the language included in the original ballot measure:

- Providing support for quality early care and education to all San Francisco children under the age of six from households whose incomes are at or below 85% of State Median Income, and who are listed as eligible, on that basis, to receive support for early care and education— but who, because of a lack of available resources, are not receiving the full amount of support to which they are entitled;
- Providing financial support for measures to increase the compensation of early care and education professionals and staff by not less than 10%, with an ultimate goal of achieving parity in compensation with K-12 educators who have commensurate experience, in a manner designed to improve the quality and availability of early care and education;
- Providing support for quality early care and education to all San Francisco children under the age of four whose families earn up to and including 200% of Area Median Income, in a manner proportionate to family income (such that families with lower incomes receive proportionately more support);
- Undertaking other measures designed to improve access to quality early care and education services that support the physical, emotional, and cognitive development of San Francisco children under the age of six.

The community planning process undertaken by OECE engaged over 3,000 San Francisco multi-stakeholders participating in various sessions – bringing together parents, families, teachers, early care and education administrators and community members. The result, a comprehensive [BABY PROP C FRAMEWORK](#) that outlines the community priorities for this fund.

## Lawsuit

The Howard Jarvis Taxpayers Association (aka Jarvis Group) threatened the ECE for All initiative by challenging the legality of Prop C in court, claiming that a two-thirds super majority was required to raise taxes. The California Supreme Court rejected the Jarvis Group final appeal to Proposition C in April 2021, affirming the legality of the tax and upholding the will of San Francisco voters, delivering a major victory for children, families and early educators in San Francisco.

## Approved Uses

OECE will administer Prop C funds with a commitment to the voters of San Francisco to implement the highest priorities of the ECE for All Initiative, to ensure children access high quality early care and education, and to increase compensation for the professionals working in this critical sector of our economy.

Nonetheless, recent questions raised for the approved uses of Prop C funds necessitates OECE to provide information to the public. The Baby Prop C ballot measure outlined uses for tax collection when passed. Fifteen percent of the revenue collected is for the city/county General Fund for any uses determined by the City. The remaining 85% of the tax collection is designated for child care and early education, and funds the following eligible programming:

- Support for quality early care and education for children under the age of six in San Francisco families at 85% or less of State Median Income (SMI);
- Support for quality early care and education for children under the age of four in San Francisco families earning up to 200% of the Area Median Income (AMI);



- Investment in comprehensive early care and education services that support the physical, emotional, and cognitive development of children under the age of six;
- Increasing compensation (including but not limited to wages, benefits, and training) of care professionals and staff in order to improve the quality and availability of early care and education for children under the age of six.

## Next Steps

Moving forward, OECE is embarking on a period of community engagement and input to inform joint strategic planning with First 5 San Francisco. OECE and First 5 recognize the experiences and relationships of children in the first five years of life shape the architecture of their brain and build a foundation for future learning and success. Our planning process will center on the needs of quality early learning experiences during the earliest years to help set children on a path to thrive in school and life, while supporting their families. Accordingly, our joint strategic priorities will continue to mirror the Prop C language supported by San Francisco residents:

- Expand access to high quality, free/affordable early care and education, including greater support for low- to moderate income families
- Finance infrastructure and provide operating support to build out and sustain birth to 3 capacity (largest population on the waitlist)
- Improve educational qualifications and degree attainment for educators, and recruit and retain them through increased compensation

For more information on Prop C, Strategic Planning and the latest research on healthy child development, visit the OECE website [www.sfoece.org](http://www.sfoece.org).

**City and County of San Francisco  
Human Services Agency**

**Request for Proposals #1025 for:**

**San Francisco ECE Workforce Compensation Initiative  
Fiscal Agent and Administrator**



Request for Proposals Issued:  
Pre-Proposal Conference:  
Deadline to Submit Proposals:

April 18, 2022  
April 21, 2022 at 10:30am  
May 13, 2022 by 3:00pm

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### **Attachments**

Attachment 1: Agreement for Professional Services (form G-100)

Attachment 2: Budget Forms

## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

The Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) will unite under a new Department of Early Childhood (DEC) effective July 1, 2022. Summer 2022 marks the official unification of the Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) under a new Department of Early Childhood (DEC). This integrated department will be dedicated to the early care and education, health, and well-being of San Francisco's youngest residents, children under the age of five, and their families. The departments are working jointly towards a multi-year strategic and spending plan that enables the city of San Francisco to provide a strong early learning and care foundation that supports the whole child in school and lifelong success.

DEC's purpose is to elevate the importance of early childhood, ensuring that every child reaches their full potential. DEC will focus attention to the wide ranging issues and challenges that families with young children face from the prenatal period through the early childhood years. DEC's purpose is to elevate public attention to the wide-ranging issues and challenges faced by parents and their children in San Francisco from the prenatal period through the early childhood years. Our partnership with other public agencies and community organizations will focus on equity-centered solutions that make our city the best place in the nation to raise young children.

DEC is committed to the creation of an early childhood system in San Francisco designed to eliminate racial disparities in both opportunities and outcomes. The City and County of San Francisco has adopted racial equity and countering institutional racism as a priority in local decision-making. This work will also seek out innovative science and research to advance early educational equity and ensure San Francisco children have early learning opportunities in high quality programs.

#### **1. General**

The San Francisco Human Services Agency (SF-HSA), Office of Early Care & Education (OECE), and First 5 San Francisco Children Commission (F5SF) announces its intent to seek proposals from organizations interested in contracting to serve as a fiscal agent and administrator of the SF Early Care and Education Workforce Development and Compensation Initiatives. The ECE Workforce Development and Compensation Initiative is designed to ultimately result in improved outcomes for children in San Francisco through the support of a well-compensated, stable, and supported ECE workforce. There are four separate initiatives that will be implemented in a phased approach:

1. Workforce Compensation (implementation July 2022)
2. Workforce Benefits (estimated implementation September 2022)
3. Working Conditions (estimated implementation December 2022)
4. Educational Pathways (TBD)

The administrator/fiscal agent will ensure fund distribution and monitoring to the programs participating in the workforce compensation initiatives; with an estimated annual disbursement of \$40M progressing to approximately \$60M as new initiatives are implemented.

## 2. Background

On June 5, 2018, the San Francisco electorate passed Proposition C (Prop C), a Commercial Rent Tax for Child Care and Early Education, by authorizing an additional tax on commercial property/leases with annual gross receipts over \$1 million; excluded from this tax are nonprofits and other small businesses.

In December 2018, a City Ordinance passed amending the Administrative Code to establish the Early Care and Education for All Initiative, funded by appropriations from the Babies and Families First Fund. This ECE for All Initiative called for a nine-month planning process and charged the Office of Early Care and Education (OECE) to engage community to create a spending framework for the first five years of Prop C funding. The language in the ordinance provided guidance for uses of the funds to reflect the language included in the original ballot measure, including:

- *Providing financial support for measures to increase the compensation of early care and education professionals and staff by not less than 10%, with an ultimate goal of achieving parity in compensation with K-12 educators who have commensurate experience, in a manner designed to improve the quality and availability of early care and education;*
- *Undertaking other measures designed to improve access to quality early care and education services that support the physical, emotional, and cognitive development of San Francisco children under the age of six.*

The ECE Workforce Development and Compensation Initiatives are designed to address Early Care and Education (ECE) program quality and workforce retention and compensation pressures in city-funded early learning programming. Workforce stability and wellbeing will ultimately lead to improved outcomes for young children in San Francisco.

## 3. Diversity, Inclusion, and Racial Equity

The San Francisco Human Services Agency, Office of Early Care & Education, and First 5 San Francisco are committed to a culture of inclusion. Everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. Our departments believe a diverse and inclusive workforce produces more creative and innovative outcomes for the organization, and ultimately, the children and families we serve.

We are committed to addressing systemic racism that produces disparate outcomes, especially for people of color and the impact of governmental services can have by advancing racial equity in all aspects of our work, ensuring access to services and providing support to our communities by ensuring their ability to succeed and thrive.

We seek partnerships with organizations and businesses that share our values in their organizational culture and program services. Our departments, via our contracted partners, can further advance efforts to address racial equity and inclusion across San Francisco.

Request for proposals respondents must clearly demonstrate how these values are exemplified in their organizational and program operations. This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls that regularly reviews current practices through the lens of racial equity and inclusion to identify areas of improvement.

Additional examples of information to be provided include: the organization’s mission and/or inclusion statements, non-discrimination documents, and/or other supporting documents, community outreach plans, staff training activities on racial equity, and a description of or data on the demographics of staff and program participants.

#### **4. Selection Overview**

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

##### **B. Anticipated Term**

A contract awarded pursuant to this Solicitation shall have a tentative initial term of three (3) years from July 1, 2022 to June 30, 2025, subject to annual availability of funds, annual satisfactory contractor performance, and need of the department. SF-HSA, OECE, F5SF and DEC have the sole, absolute discretion shall have the option to extend for 2 additional years for a total of 5 years; and also reserves the right to enter into grants of a shorter duration.

##### **C. Anticipated Not to Exceed Amount**

The total estimated annual funding for this RFP is approximately \$3,000,000 per year, which may increase or decrease depending on funding availability and need. The funding sources to provide the services will include local general fund dollars and state grant funding. Payment for all services provided in accordance with provisions under this contract shall be contingent upon the availability of funds. The City shall not guarantee any minimum amount of funding for these services. Contract amendments and changes to the scope of work may be required as ECE teachers increase their educational attainment making them eligible for additional compensation/stipend amounts, and/or programs increase their tier level by serving additional target population children.

##### **D. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change.

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	April 18, 2022
Pre-Proposal Conference	April 21, 2022- @ 10:30am-11:30am
Deadline for Written Questions	April 25, 2022- by 12:00pm
Deadline to Submit Proposals	May 13, 2022- by 5:00pm
Tentative Evaluation of Proposals	May 20, 2022
Tentative Notice of Contract Award	May 27, 2022

##### **E. Limitation of Communications During Solicitation**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors,

representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Manager whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Manager whose name appears in this Solicitation (Section VI. B.) – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

**F. Definitions**

DEC	Department of Early Childhood
DHS	San Francisco Department of Human Services
ECE	Early Care and Education
ELS	Early Learning San Francisco program
FCC	Family Child Care
MQs	Minimum Qualifications
SF-HSA	San Francisco Human Services Agency

**G. Target Population**

Early Care and Education programs and agencies that have been awarded San Francisco ECE Workforce Compensation Initiative grant(s).

**II. SCOPE OF WORK**

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 to complete the project. Contractors should use this description when designing their proposed programs. However, contractors may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected vendor(s) will provide.

**A. Description of Services**

The description below details some of the components of administration and fiscal agent services for the San Francisco ECE Workforce Development and Compensation Initiative. Contractor will conduct transactions and services on behalf of the Department of Early Childhood for the ECE Workforce Development and Compensation Initiatives to help ensure the efficient and effective administration and operation of applicable grants.

In coordination with DEC, Contractor will administer grants and distribute, as funding allows, the grant awards based on the locally established funding formula to support eligible ELS programs, based on teacher qualifications as verified through the CA ECE Workforce Registry.

Contractor will:

- Distribute funds as directed by DEC.
- Work with DEC to assess program measures, including funding uptake, issuance challenges, and funding outcomes on the ECE workforce
- Collect and track data, including, but not limited to staff education, wages, and staff retention for ELS funded programs via data systems including, but not limited to, the CA ECE Workforce Registry.
- Ensure that collected data is accurate and current.
- Routinely verify data

- Highlight areas where data systems are obstacles in the above and in collaboration with DEC troubleshoot and implement solutions
- Refer participants in need of data systems support to resources, including but not limited to Help Desk operated by Children's Council of San Francisco
- Administer and monitor grant fiscal portion by:
  - Reviewing and monitoring programs' financial information related to workforce compensation
  - Updating grant amounts as applicable
  - Issue payments for grants awarded to programs
- Communicate with programs regarding payments and reporting requirements of the initiative.
- Identify capacity gaps and needs of programs and provide technical support to them regarding the grant awards, including required data systems/entries., Utilize feedback, experience, and relevant data to guide continuous program improvement to reduce the administrative burden on programs.
- Work closely with DEC to coordinate services provided through this contract.
- Establish a project plan with timelines and parties responsible for implementing the steps of setting up the new grant administration and fiscal agent system.
- Maintain a process to monitor for changes in programs' qualifications and eligibility criteria and adjust award accordingly.
- Provide administrative monitoring of funded programs, including timely reporting and adherence to compliance requirements.
- Maintain a process to address specific issues related to grants (e.g. allowable expenditures, fund adjustment).
- Develop a methodology to store and provide information electronically in a timely manner so that it is readily available to multiple users.
- Distribute funds for a variety of workforce initiatives on behalf of and under the specific direction of the Department of Early Childhood to qualified ELS programs and/or individuals.
- Tracking and reporting on payments and tax information, determining funding eligibility, customer payment support, ad-hoc data reporting, and the development and maintenance of the data systems necessary to facilitate accurate and timely payments and reporting.
- Contractor may also conduct transactions on behalf of DEC upon direction from the contract manager for payments associated with miscellaneous, one-time-only services.

## **B. Objectives**

Respondents should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan. The objectives should be specified in the proposals to match the services to be provided.



In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan. The objectives should be specified in the proposal and match the approaches/services to be provided.

1. **Services Objectives**

As part of the proposal, the respondent should demonstrate effective performance management and must develop specific service objectives focusing on implementing and measuring the activities of the work. Respondents should state in measurable, quantifiable terms, the approaches they will use to ensure this initiative is successful.

[\[Insert Service objectives\]](#)

2. **Outcomes Objectives**

As part of the proposal, the respondent is required to demonstrate effective performance management with specific Outcomes Objectives, focusing on measuring the impact of service delivery strategies. Both quantitative and qualitative analysis will measure program efficiency and effectiveness. Respondents should state in measurable, quantifiable terms the outcome objectives they will achieve. The major purpose of objectives is to measure quantity, quality, and impact of services.

The San Francisco Early Care & Education Workforce Development and Compensation Initiatives is a cornerstone strategy in DEC's mission to improve outcomes for young children and their families in San Francisco, and respondents are expected to participate in and contribute to DEC's evaluation plans for these initiative. DEC is implementing these initiatives on research-based findings that affirm a stable, highly-qualified, and well-compensated early educator workforce contributes to better child outcomes. The Workforce Compensation Initiative is designed to minimize staff turnover by striving to ensure living wages for educators, so that children and families can build trusting, supportive relationships with them over the longer term. The Initiative also rewards educators for attaining additional education and certifications to build their knowledge and skills, so that they can better facilitate children's cognitive, social, emotional, and physical development. The Initiative aims to retain or enhance the rich racial/ethnic and linguistic diversity of San Francisco's early educator workforce, which is essential to building strong partnerships with the city's diverse families. While DEC will not necessarily hold respondents accountable for these final outcomes for children and families, successful applicants will play an essential role in tracking key outputs, workforce characteristics, and intermediate outcomes needed to improve implementation and track progress over time.

[\[Insert Outcome Objectives\]](#)

### **C. Reporting Requirements**

- a) Monthly, Quarterly and Annual Reports will be entered into the Contracts Administration, Reporting, Billing Online system
- b) Reporting content will be agreed upon during negotiation and will be based on the described methods for data collection, documentation, reporting, and service and outcome objective data.
- c) Ad-hoc reports will be made available upon request from DEC and/or the City within 24 hours (1 business day).

## **III. SUBMISSION REQUIREMENTS**

### **A. Time and Place for Submission of Proposals**

Proposers shall submit one (1) electronic pdf copy of the proposal to HSARFP@sfgov.org. Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 5:00 p.m., on May 13, 2022. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

**Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.**

### **B. Format**

Proposals must be created using a word processing software (e.g. Microsoft Word, Corel WordPerfect, LibreOffice, FocusWriter, etc), text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g. -Times New Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers).

### **C. Content**

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Respondent must ensure that the proposal addresses the Selection Criteria.

#### **1. Table of Contents**

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

#### **2. RFP Cover Page – (use form provided in Section XI)**

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to

perform the commitments contained in the proposal.

**3. Minimum Qualifications – up to 3 pages**

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review or award of contract. (refer to section IV, Item A)

**4. Contracts (both public and private) – up to 2 pages**

Agencies should submit a statement listing relevant contracts with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Include any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

**5. Program Approach – up to 10 pages**

Description of your agency's specific program approach to deliver the services proposed in this RFP. In addition, please address the following:

- a) Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs in this RFP (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).
- b) Identify any subcontractors and describe their responsibilities in the delivery of services.
- c) List and explain the specific service and outcome objectives to be accomplished and how they will be measured.
- d) Describe methods for data collection, documentation, and reporting on service and outcome objectives.

**6. Organizational Capacity – up to 5 pages (not including resumes/job descriptions)**

Description of your agency's ability to deliver the services proposed in this RFP. In addition, please address the following:

- a) Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Clearly identify whether services will be performed by existing staff or by proposed staff.
- b) Description of agency experience and staff skills related to working with the identified target population and program design.
- c) Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated.
- d) Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.

**7. Fiscal Capacity (Budget) – up to 4 pages (excluding justification, cost allocation plan and audited financial statement)**

Please refer to the instructions outlined in Section XIII and use only HSA, OECE, F5SF, or DEC approved budget forms. Provide Cost Allocation Plan and current audited financial statements.

The SF Human Services Agency, Office of Early Care & Education, First 5 San Francisco, and Department of Early Childhood (effective July 1, 2022) intends to award this contract to respondents that it considers will provide the best overall program services at a reasonable pricing structure. We reserve the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Using the budget forms, please provide the direct expenses for all proposed costs to be supported through this contract. Respondents must also provide a budget narrative that clearly explains the basis for each expense listed on the budget forms.

**8. Service and Outcomes Objectives—up to 2 pages**

Please refer to Section B Objectives above.

**9. Completed Page Number Form (refer to Section XII)**

#### **IV. PROPOSAL EVALUATION CRITERIA**

**A. Minimum Qualifications (Pass/Fail)**

Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.**

<b>MQ #</b>	<b>Description</b>
<b>MQ1</b>	Respondent has a minimum of 3 years of experience providing fiscal agent and administration or similar services in the public/private sector on behalf of entities with gross revenues of a minimum of \$5,000,000 annually.
<b>MQ2</b>	Respondent must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. An on-line client interactive system is preferred.
<b>MQ3</b>	Respondent has demonstrated experience implementing increasingly more complex initiatives over-time within the scheduled deadlines of the project or program.
<b>MQ4</b>	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.
<b>MQ5</b>	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.
<b>MQ6</b>	Respondent must be able to meet the City's requirements for liability and bonding coverage in the minimum amount of one million dollars.
<b>MQ7</b>	Respondent does not currently receive city funding to provide direct early care and education services to children ages 0-5 in San Francisco.

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Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract.

**Please note:** Agencies submitting proposals that have previously been contracted by the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.** A letter self-verifying compliance is acceptable.

## **B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Total Possible Points: 100

### Program Approach (35 points)

- 1) Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? (20 points)
- 2) Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, database management, documentation, and reporting on service and outcome objectives? (15 points)

### Organizational Capacity (30 points)

- 1) Does the respondent demonstrate the management/supervisory infrastructure, and administrative/financial capacity to deliver the proposed services? (10 points)
- 2) Based on the experience and qualifications, do the staff of the organization have the necessary skills, training, and experience to successfully provide the services outlined in the RFP? Is the program sufficiently staffed to complete the scope of work? (10 points)
- 3) Does the agency have documented experience and a history of successfully providing the type of programming and/or services described in the RFP and/or demonstrated ability to implement new programming and/or services. Has the organization recently completed projects that successfully met all reporting requirements within a specified timeline? (10 points)

### Fiscal Capacity (35 points)

- 1) Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (25 points)
- 2) The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)

## **V. PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD**

### **A. Pre-Proposal Conference**

Proposers are encouraged to attend a Pre-Proposal Conference on April 20, 2022, at 11:00am via teleconference. See bid announcement for details on how to join this meeting. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

### **B. Contract Award**

The Human Services Agency will select a proposer with whom Agency staff shall commence contract negotiations. The selected proposal will be part of the final contract and will be used as a starting point for contract negotiations. The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Human Services Agency, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

### **C. Written Questions and Requests for Clarification**

Proposers are encouraged to submit written questions before the due date stated in Section I.D. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to April 22, by 3:00pm.

## **VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by Addenda as provided below.

### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Candace Gray  
Office of Contract Management  
San Francisco Human Services Agency  
1650 Mission Street, Suite 500

### **C. Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **D. Solicitation Addenda**

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.**

### **E. Proposal Term**

Submission of a Proposal signifies that the proposed services and prices are valid for 180 calendar days from the Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

### **F. Revision to Proposal**

A Proposer may revise a Proposal on the Proposer's own initiative at any time **before the deadline** for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the Department may require a Proposer to provide oral or written clarification of its Proposal. The Department reserves the right to make an award without further clarifications of Proposals received.

### **G. Proposal Errors and Omissions**

Failure by the Department to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

## **H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

## **I. Public Disclosure**

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's 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.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

## **J. Proposer's Obligations under the Campaign Reform Ordinance**

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1)



negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

#### **K. Reservations of Rights by the City**

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

#### **L. No Waiver**

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

#### **M. Local Business Enterprise Goals and Outreach**

Due to county and state funding for these services, LBE bid discounts will not be used in this RFP.

#### **N. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall

be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

## **VII. CITY'S SOCIAL POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

### **A. Proposers Unable to do Business with the City**

#### **1. Generally**

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below.

#### **2. Administrative Code Chapter 12X**

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies.

#### **3. Administrative Code Chapter 12B**

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code

### **B. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health

benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

### **C. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>.

### **D. First Source Hiring Program**

A proposer selected pursuant to this solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this agreement and an awarded proposer is subject to the enforcement and penalty provisions in Chapter 83.

### **E. Contractor Vaccination Policy**

Proposers are advised that any contract awarded from this Solicitation is subject to the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration") dated February 25, 2020, and the Vaccination Policy for City Contractors ("Contractor Vaccination Policy") issued by the City Administrator. The Contractor Vaccination Policy requires employees of City contractors and subcontractors who spend substantial time working in close proximity to City employees while performing work under the contract at a City owned, leased or controlled facility ("Covered Employees") to be fully vaccinated or granted an exemption based on medical or religious grounds. Information about the Contractor Vaccination Policy is available on the City's website at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Proposers will be required to certify before contract award that they will comply with the Contractor Vaccination Policy if the resulting contract will be a Covered Contract under the Policy, unless the City determines that a waiver should be granted for the reasons stated in that Policy. The Contractor Vaccination Policy's requirements include, but are not limited to, the following:

1. Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the Contractor Vaccination Policy and the Emergency Declaration.
2. Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Contractor shall update the list as needed to show all current Covered Employees, and Contractor shall provide that list to the City on request.

3. Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors on a project. Contractor shall ensure that its covered subcontractors submit required information to the Contractor to ensure its covered subcontractors' compliance with the Contractor Vaccination Policy.
4. Proposer shall submit to the City the Attestation Form confirming its compliance with the Contractor Vaccination Policy before contract award. Contractors shall promptly submit to the City a completed Attachment A respecting any medical or religious vaccination exemptions granted to their Covered Employees, which shall be updated as needed.
5. Contractor shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

## **VIII. CONTRACT REQUIREMENTS**

### **A. Contract Terms and Negotiations**

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are not subject to negotiation.** Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

### **B. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including 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. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

### **C. Insurance Requirements**

1. Types and Amounts of Coverage. Without limiting Grantee's liability, Grantee shall maintain in force, during the full term of the grant agreement, insurance in the following amounts and coverages:
  - a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
  - b. 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; policy must include Abuse and Molestation coverage, and
  - c. Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

If professionals are used as part of the grant agreement, professional liability will be required:

- d. Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

Grantees that will provide technology type services must provide Technology Errors and Omissions Liability insurance. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:

- e. 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:
  - i. 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, confidential social service information, protected health information or other personally identifying information, stored or transmitted in electronic form;
  - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  - iii. 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.

2. Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
  - a. Name as additional insured City and its officers, agents and employees.
  - b. Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
3. Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
4. Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
5. General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
6. Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee 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.

Failure to maintain insurance shall constitute a material breach of this Agreement.

7. Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
8. Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.
9. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy 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.
10. 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.

#### **D. Compliance with Other Laws**

Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

### **IX. PROTEST PROCEDURES**

#### **A. Protest of Non-Responsiveness Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

#### **B. Protest of Contract Award**

Within five (5) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest.

The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **C. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. All protests must be received by the due dates stated above. Protests must be delivered to:

Executive Director  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120  
[Trent.Rhorer@sfgov.org](mailto:Trent.Rhorer@sfgov.org)

## **X. STANDARD FORMS**

### **A. How to become Eligible to Do Business with the City**

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

### **B. How to Register as a City Supplier**

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.



- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).



### C. Vendor Eligibility and Invoice Payment

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

### D. Supplemental Forms

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful proposer to demonstrate proof of insurance.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/>.

## **XI. RFP COVER PAGE**

**NAME OF ORGANIZATION(S):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_

**PHONE/FAX#:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FEDERAL EMPLOYER #:** \_\_\_\_\_

**ANNUAL AMOUNT(S) REQUESTED:** \$ \_\_\_\_\_

I understand that the San Francisco Human Services Agency (SF-HSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

Signature of authorized representative(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit an electronic copy to [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org).

## XII. PAGE NUMBER FORM

This form is to assist the review panel in finding the information in the Proposal that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

	<b>Evaluation and Selection Criteria</b>	
	<b>Minimum Qualifications</b>	Page Number(s)
MQ1	Respondent has a minimum of 3 years of experience providing fiscal agent and administration or similar services in the public/private sector on behalf of entities with gross revenues of a minimum of \$5,000,000 annually.	
MQ2	Respondent must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. An on-line client interactive system is preferred.	
MQ3	Respondent has demonstrated experience implementing increasingly more complex initiatives over-time within the scheduled deadlines of the project or program.	
MQ4	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.	
MQ5	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.	
MQ6	Respondent must be able to meet the City's requirements for liability and bonding coverage in the minimum amount of one million dollars.	
MQ7	Respondent does not currently receive city funding to provide direct early care and education services to children ages 0-5 in San Francisco.	
	<b>Program Approach (35 points)</b>	
A1.	Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? (20 points)	
A2.	Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, database management, documentation, and reporting on service and outcome objectives? (15 points)	
	<b>Organizational Capacity (30 points)</b>	
B1.	Does the respondent demonstrate the management/supervisory infrastructure, and administrative/financial capacity to deliver the proposed services? (10 points)	
B2.	Based on the experience and qualifications, do the staff of the organization have the necessary skills, training, and experience to successfully provide the services outlined in the RFP? Is the program sufficiently staffed to complete the scope of work? (10 points)	
B3.	Does the agency have documented experience and a history of successfully providing the type of programming and/or services described in the RFP and/or demonstrated ability to implement new programming and/or	

	services. Has the organization recently completed projects that successfully met all reporting requirements within a specified timeline? (10 points)	
	<b>Fiscal Capacity (35 points)</b>	
C1.	Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (25 points)	
C2.	The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)	

### XIII. BUDGET FORMS AND INSTRUCTIONS

Budgets should be submitted in the standard HSA format. Forms are available at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on “Human Services Agency” in the Department drop-down menu and then click the link for this RFP.

The following spreadsheets are in Excel. There are four (4) pages in the budget (in addition to the budget justification), as follows: Contract Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

Please note the Salaries and Benefits, Operating Expense and Capital Expenditure are direct costs and must be clearly and easily attributable to a specific program.

The Budget Justification is a narrative, which provides the detailed information and calculations supporting the amount allocated for each budget line item. There is no form provided for the Budget Justification. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the FTE, the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the full-time equivalent (FTE), the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

The Cost Allocation Plan is required. Respondents must follow the City’s cost allocation guidelines for nonprofit contractors, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated.

If applicable, attach a separate detailed Subcontracting budget using the standard HSA format if there is a Subcontractor arrangement made under the terms of the contract. Provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note, the total subcontractor budget amount should appear on the Operating Expense Detail sheet under the Subcontractor section.

Indirect rates are not allowable on subcontractor indirect expenditures, capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a client (i.e, security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list. If an organization is uncertain whether indirect costs can be applied to a particular expense, it should consult with the HSA Contract Manager.

**These guidelines provide general information. If further clarification or technical assistance is required, consult with your HSA Office of Contract Management Contract Manager.**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Fiscal Agent & Administrator Services

Funding Source: 14% State; 86% Local

PSC Amount: \$6,000,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date 06/30/2024

**1. Description of Work**

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

Contractor is to provide fiscal agent and intermediary services to participants/programs qualified to receive Early Care & Education Workforce Development Compensation Initiatives funding to support the early educators of San Francisco. Contractor will disburse payments to participants/programs that successfully apply and meet specific criteria. Contractor will also issue payments to contracted providers for a series of ECE Workforce Compensation Initiatives including but not limited to: Wages, Educational Pathways, Higher Degree Attainment, Working Conditions, and Benefits. Contractor may also conduct fiscal payment transactions on behalf of the Human Services Agency (HSA), Office of Early Care & Education (OECE), First 5 San Francisco (F5SF), and the Department of Early Childhood (DEC) for other payments that are considered one-time-only miscellaneous services. Contractor must have a database and accounting infrastructure that allows for real-time data and reporting for all initiatives related to this strategic investment.

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

The Office of Early Care & Education will become the Department of Early Childhood (DEC), beginning July 1, 2022 when we are joined by First 5 San Francisco. As part of this merger and transition, OECE will be losing services that are currently being performed by the Human Services Agency (HSA), including but not limited to: assistance with contract procurement and management, processing invoices, work orders, issuing payments and advances to providers, etc. Unfortunately, OECE and First 5 lack the staffing to provide the scope of work necessary to distribute, monitor, and report on the Early Care & Education Workforce Development Compensation Initiatives that were developed after the passage of Baby Prop C on June 5, 2018. In time, DEC hopes to staff up and create a back office to handle these operational functions. However, the funding for Baby Prop C is urgently needed by early educators after being held up in court for years. At the request of Mayor Breed an Request for Applications (RFA) for this funding is supposed to be released prior to April 28, 2022, with grants beginning on July 1, 2022. Therefore, the Early Care & Education Workforce Compensation initiatives urgently needs to contract with a dedicated fiscal agent and administrator to distribute, monitor, and report on the funding initiative. In addition, payments, reconciliation, and reporting will have peaks in workload commencing at the end of each quarter and therefore would not be feasible to have dedicated classifications to complete this work. Failure to contract these services will further delay the start of the initiatives and exacerbate frustrations of San Francisco's early care and education community.

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

Yes, this service has been provided in the past for another City & County of San Francisco Department (see PSC-49329 1819 attached).

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

The need to renew will be dependent on having the staffing necessary to execute the scope of work necessary for the Early Care & Education Workforce Development initiatives.

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

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

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

- ☒ Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.
- ☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

- B. Explain the qualifying circumstances:

The Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) will unite under a new Department of Early Childhood (DEC) effective July 1, 2022. Summer 2022 marks the official unification of the Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) under a new Department of Early Childhood (DEC). As part of this transition DEC will need to hire a team to handle the operations including all back office duties (i.e. budget, advances, invoicing, contract procurement, work orders, contract monitoring, etc.). In addition, the work will be intermittent with quarterly payments, reporting, and reconciliation that would be fiscally irresponsible to have full-time civil service employees assigned to do the work.

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

- A. Specify required skills and/or expertise: Requirement of a minimum of three years demonstrated experience in fiscal intermediary and reporting services in the public/private sector for entities with gross revenues of a minimum of \$5,000,000 annually. Provider must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. Have sufficient working capital to provide fiscal services prior to reimbursement at no additional cost to the City and County of San Francisco. The contractor also must have the ability to review detailed information from the CA Workforce Registry in order to verify educational attainment, hours worked, role, wage information, and produce reports on changes and impact that occur throughout the duration of these targeted initiatives.
- 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:

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

The department does not have the administrative capacity or internal resources to manage direct payments to providers as part of these initiatives in a timely manner. Also, payments are intermittent and irregular, with a quarterly advance and reconciliation for changes during the fiscal year. Therefore, it is not practical to create the administrative capacity to manage the disbursements.

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

- A. Explain why civil service classes are not applicable.  
No specific civil service class currently has the capacity nor equipment to facilitate the payment processes across the many providers that is required to be disbursed payments in advance and intermittently throughout the fiscal year. Especially as new initiatives are phased in to compliment exiting efforts related to the early education workforce in San Francisco.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the fiscal services being intermittent.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Training and technical assistance will be provided for end users by the contractor.
- 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 04/20/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Anthony Tyson Phone: 203-814-4361 Email: anthony.tyson@sfgov.org

Address: 1650 Mission Street, Suite 312 San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49619 - 21/22

DHR Analysis/Recommendation:

action date: 08/15/2022

Commission Approval Required

Approved by Civil Service Commission

08/01/2022 DHR Approved for 08/01/2022



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Fiscal Intermediary Services

Funding Source: 41% Federal; 3% State; 56% Local

PSC Amount: \$3,854,263

PSC Est. Start Date: 07/01/2016

PSC Est. End Date 06/30/2021

**1. Description of Work**

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

Contractor is to provide fiscal intermediary services to process payments to community-based organizations (CBOs) that are contracted separately in the Individual Referral (IR) program and the CalWORKs Information and Referral Program. Contractor will disburse payments to nonprofits that successfully enroll, complete, and place participants through these vocational training programs for the purpose of enhancing the participants employment training, job placement and retention. Contractor may also conduct fiscal payment transactions on behalf of the Human Services Agency for other fiscal uses that are one-time-only miscellaneous services.

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

Fiscal intermediary service is necessary because payments are dispersed immediately to community-based organizations participating in these vocational training programs that will help to assist eligible CalWORKs, PAES, and RCA recipients with employment training, job placement and retention. There will be several CBO nonprofits contracted under these vocational programs, each nonprofit with several payment transactions per client per month, that will require funds to be dispersed on demand. The use of a fiscal agent/intermediary service will allow HSA to quickly and effectively issue payments as service outcomes are met. It is also difficult to anticipate the number of trainees and completions at the outset. Failure to provide this service may cause a backlog in payments to the nonprofits and would impair the programs' successful outcomes to provide vocational training to CalWORKs, PAES, and RCA recipients.

**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 fiscal intermediary service was provided in a previously approved PSC #2006-08/09.

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

The contract is currently at the end of its three year term; it is being renewed for two years.

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

This new PSC 49329-1819 is created to replace the old umbrella PSC 2006-08/09.

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

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

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

**B. Explain the qualifying circumstances:**

The required services are intermittent and irregular. Fiscal intermediary services are as-needed.

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

- A. Specify required skills and/or expertise: Requirement of a minimum of three years demonstrated experience in fiscal intermediary and reporting services in the public/private sector for entities with gross revenues of a minimum of \$5,000,000 annually. Provider must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. Have sufficient working capital of at least \$500,000 to provide fiscal services prior to reimbursement at no additional cost to the City and County of San Francisco.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1630, Account Clerk;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide web portal to initiate payments and will immediately disperse payments directly to nonprofits of the vocational programs. Contractor is responsible to issue payments and yearend 1099 to payees. In addition, contractor will provide HSA fiscal/accounting reporting related to all fiscal transactions.

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

The department does not have the administrative capacity or internal resources to manage payments to the nonprofits whom have participants meeting the vocational training outcomes to issue payments in a timely and immediate manner. It is not possible to know the number of trainees and completions from each CBO at the outset. Also, payments are intermittent and irregular, but require immediate disbursement, so it is not practical to create the administrative capacity to manage the disbursements.

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

- A. Explain why civil service classes are not applicable.  
No specific civil service class currently has the capacity nor equipment to facilitate the payment processes across the several nonprofits that is required to disburse payments immediately, but occurs intermittent and irregularly.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, since fiscal services are too intermittent and irregular.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No training will be provided for this work.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. Current contract was under a previously approved umbrella PSC #2006-08/09; this new PSC is created intended specifically for fiscal agent and intermediary services for this contract.

7. **Union Notification:** On 04/03/2019, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU, Local 1021 H-1 Fire-Rescue Paramedics

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49329 - 18/19

DHR Analysis/Recommendation:

action date: 07/15/2019

Commission Approval Required

Approved by Civil Service Commission

07/15/2019 DHR Approved for 07/15/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR

Dept. Code: FIR

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

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

Type of Service: Equipment and Software Maintenance and Support Services

Funding Source: Operating Funds

PSC Duration: 5 years 1 day

PSC Amount: \$500,000

**1. Description of Work**

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

Contractors will perform scheduled and as-needed maintenance and support services for a variety of Fire Safety Systems equipment and programming systems in use at the San Francisco Fire Department stations. As technology advances, equipment and systems that are used in the day-to-day operation of Fire Alarm Systems are becoming increasingly more complicated and integrated with other devices and systems.

Often, in addition to proprietary characteristics of the equipment, Original Equipment Manufacturers (OEMs) are turning to software solutions used in conjunction with the equipment to achieve full and greater functionality. Services performed by the contractor(s) may include, but are not limited to: standard maintenance services, preventive maintenance services, applying software/firmware upgrades, system integrations, maintenance and equipment surveys, and/or wiping of protected information from devices. Systems which need maintenance will include fire alarm and sprinkler systems.

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

This service is necessary in order to maintain equipment and programming systems in use at the San Francisco Fire Department. This will prolong the life of the equipment, and ensure that it functions properly and at published manufacturer standards in order to maintain all warranties, performance specifications and tolerances. Denial will result in equipment that does not work and would put the lives of personnel at risk. In addition, the Department would not be able to operate and provide for the daily function of operations.

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

This service has not been provided previously. The need for these services applies to new technology in Fire Alarm Systems that have been recently installed in new fire station constructions. The warranty period for many of these systems are coming up on expiration, and the need for more regular maintenance is falling on the Fire Department.

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

Yes

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

The PSC is five years, because there will be an ongoing need to maintain Fire Alarm Systems in use at the San Francisco Fire Department, and to procure customized support services. Equipment and software are needed for Fire Alarm Systems, and the City does not have the resources to maintain this equipment and software.

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

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

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

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

- B. Explain the qualifying circumstances:

Equipment must be maintained on a scheduled basis. Preventive maintenance or as-needed repairs for each equipment occur on an infrequent schedule, and given the wide variety of equipment in use it would be impractical to staff multiple positions with expertise on multiple types of equipment on a full time basis. Contractors will supply the personnel, and repair facilities, which may include depot repair facilities, all tools, software, parts and other proprietary equipment used to service, upgrade and repair equipment in order to maintain and keep equipment in good working order.

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

- A. Specify required skills and/or expertise: The National Fire Protection Association (NFPA) codes 25 and 72 state "all inspection, testing, and maintenance of fire alarm systems shall conform to the equipment manufacturer's recommendations". Simplex branded Fire Alarm Systems are exclusive technologies to Johnson Controls Fire Protection, thus the manufacturer's recommendation states that only factory-trained technicians shall inspect and service Simplex branded equipment and & programming software.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1093, IT Operations Support Admn III; 7287, Sprv Electronic Main Tech; 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv; 7362, Communications Systems Tech; 7368, Senior Comm Systems Technican; 7430, Asst Electronic Main Tech; 1093, IT Operations Support Administrator III ;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The Contractors must be trained or authorized to repair the equipment in question. In addition, the contractors in many cases are or must be the Original Equipment Manufacturer (OEM). The National Fire Protection Association (NFPA) codes 25 and 72 further state that "service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm & sprinkler systems" and defines qualified personnel as "factory trained and certified". Currently, Johnson Controls Fire Protection is the only service provider with technicians that have current factory training certifications on all Simplex branded fire safety equipment. Due to the specific nature of the fire alarm systems relative to the fire sprinkler systems installed at San Francisco Fire Department fire stations, it is highly recommended that Johnson Controls Fire Protection inspects and services these systems to maintain operational reliability and service provider accountability. The fire sprinkler systems are integrated with regard to the testing, maintenance and servicing of the Simplex branded Fire Alarm Systems.

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

When applicable, there are City resources which can repair equipment. However, for the Fire Alarm Systems in use by the Department, it would be impractical to have City resources maintain all equipment.

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because of the wide range of equipment and systems that need repair, support or integration services. The City would need specialized staff to repair individual pieces of equipment that may only be needed for a specific task or purpose.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Due to the broad scope of equipment in use by the Department it would be impractical to hire additional staff to service each piece of equipment based on manufacturer standards. City resources do work with manufacturers and may have opportunities to receive training and educational opportunities from manufacturer.

**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. City workers may receive as-needed trainings and certifications by the Original Equipment Manufacturers. Due to the wide range of equipment and multiple Original Equipment Manufacturers involved it is not possible at this time to provide a training plan with much specificity.

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 12/22/2022, the Department notified the following employee organizations of this PSC/RFP request:

Electrical Workers, Local 6; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; SEIU 1021 Miscellaneous; SEIU Local 1021

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

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

Address: 698 2nd Street San Francisco, CA 94107

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40212 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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



## Koestenbaum, Elissa (FIR)

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**From:** dhr-psccordinator@sfgov.org on behalf of elaine.walters@sfgov.org  
**Sent:** Thursday, December 22, 2022 5:49 PM  
**To:** Walters, Elaine (FIR); max.porter@seiu1021.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Najuawanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; oashworth@ibew6.org; khughes@ibew6.org; Koestenbaum, Elissa (FIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40212 - 22/23

RECEIPT for Union Notification for PSC 40212 - 22/23 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 40212 - 22/23 for \$500,000 for Initial Request services for the period 03/01/2023 – 02/29/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19583> 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: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: professional Services

Funding Source: Federal, state and local

PSC Amount: \$300,000

PSC Est. Start Date: 02/01/2023

PSC Est. End Date 06/30/2024

**1. Description of Work**

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

A robust training offering to level set and level up staff's equity knowledge, understanding, and leadership on equity issues,

as well as ad hoc advising for SFHSA's leadership team. This training series and advising sessions will empower SFHA's full team build skills necessary to engage in generative discussions, embody equity and drive positive impact for the communities we serve. Work includes both Learning and Development and Leadership Advising. This assists in the implementation of HSA's Racial Equity Plan

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

Without a racial equity consultant, we would be unable to meet the deadline for implementation of our Racial Equity Plan, nor offer staff the essential training, support, deep analysis and fact finding necessary for the success of the plan. The role of the racial equity consultant will be to build capacity about racial equity issues and tools within our department. Ultimately our clients would suffer.

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

This is a new services

D. Will the contract(s) be renewed?

Perhaps, based on the results of the scope of work and funding available.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

The Mayor has prioritized racial equity as City wide goal and independence and non bias are key to providing these services to the Department

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

- A. Specify required skills and/or expertise: Qualifying consultants would have expertise with racial equity-specific program design and facilitation, organizational development, human resource management, as well as specific experience working with municipal governments. Needed expertise in social, physical and economic structure of San Francisco's diversity.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer; 1824, Pr 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?**

We have worked with the Office on Racial Equity but it is critical these services be unbiased and not City employees, due to the nature of the work.

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

- A. Explain why civil service classes are not applicable.  
A racial equity consultant has specific knowledge and tools around racism, racial equity, implicit bias and structural racism. There is no civil service class for this work and it's also critical the folks doing the work remain unbiased and uninfluenced due to City employment
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the nature of the work, it is critical to have an outsider perspective.

**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. two 90 minutes sessions through Zoom for at first, managers and directors, facilitated brown bag discussions to follow
- 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 12/12/2022, 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: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Mission Street Suite 500 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41523 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Gendelman, Johanna (HSA)

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**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Monday, December 12, 2022 11:19 AM  
**To:** Gendelman, Johanna (HSA); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41523 - 22/23

RECEIPT for Union Notification for PSC 41523 - 22/23 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 41523 - 22/23 for \$300,000 for Initial Request services for the period 02/01/2023 – 06/30/2024. 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/19539> 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: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: professional Services

Funding Source: Federal, state and local

PSC Amount: \$3,000,000

PSC Est. Start Date: 07/01/2023

PSC Est. End Date 06/30/2028

**1. Description of Work**

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

The contract will be used to pay for licenses, hosting and maintenance for a technology system used to manage client referrals to employment services for the Human Services Agency/Workforce Division, as well as to manage job search and job placement assistance. The contract will also be used to pay for technical support that may be needed during the life of the contract, such as training and assistance developing new features and functionalities.

The system will track and report on the employment placement activities of several populations, including CalFresh Employment & Training, CalWORKs Welfare to Work, Refugee Employment Services, Foster Care Youth employment services, non-aided job seekers and others served by the Workforce Development Division staff of the San Francisco Human Services Agency.

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

The Launchpad technology is critical to delivering workforce, education, behavioral health, and other supportive services to HSA clients in an efficient and effective manner. This system enables HSA staff to refer clients electronically to services delivered by contracted partners and other city agencies. Once HSA staff make a referral, partners can access the system to view the referral and make updates to the record, informing HSA about the clients' enrollment, status, and outcomes. In addition, HSA Workforce Development staff use Launchpad to manage relationships with employers and place clients into jobs. Specifically, Launchpad helps HSA staff manage the steps from an employer posting a job opening, to clients applying for and interviewing for the jobs, obtaining a job offer, and starting the job. In addition, Launchpad is used to manage the invoicing process for the Jobs Now subsidized employment program, as well as other types of payments. Since Launchpad is built on a Salesforce platform, HSA staff trained in Salesforce can make updates to the system without needing extensive coding abilities. HSA staff can quickly make updates to the system in response to programmatic changes. In addition, Launchpad has a data feed from the CalWIN data system, as well as a feed from a child care management system. This enables HSA staff to view child care information that they did not previously receive, reduces data entry for staff, and also helps to increase the accuracy of the data. Launchpad replaced numerous paper forms and disparate tracking sheets and data systems that were difficult to synthesize and use for reporting and oversight. Without Launchpad, HSA would need to revert back to such inefficient systems or it would need to rebuild the system, which would be costly and time-consuming.

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

Services were previously approved through PSC 43367 - 17/18.

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

Yes, based upon funding, performance and procurement.

**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 IT services needed are proprietary and very specialized

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

A. Specify required skills and/or expertise: Expertise in Salesforce Creating IT based supportive systems is a very specialized service in programming and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system and compliance mandates. These tend to be proprietary business solutions that have been previously developed and are used by multiple agencies across many states and counties.

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

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

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

HSA staff have consulted with experts and staff from other counties and attended conferences where they have had the opportunity to view technology systems used by other counties and states. Because employment services differ substantially across counties and states, technology systems tend to be customized to the needs of the specific locality. As such, HSA staff have not encountered any system that has the capabilities of Launchpad or could be easily customized to meet the needs of SFHSA.

**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 mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the system.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The scope of work needed would need to span and coordinate with multiple municipalities and/or the project is highly specialized and would best to be performed by an independent organization that has specific expertise with similar projects.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. It would be train the trainer. Launchpad would likely train HSA system administrators, who would then train staff. Training is on the use of the final product for end-users. These are mostly online or in-application but can be intermittently on-site a few times per year as needed. End-users are HSA staff and others who work directly with HSA clients to through contracted services and programs.

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



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

**7. Union Notification:** On 12/12/2022, 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: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45611 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Gendelman, Johanna (HSA)

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**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Monday, December 12, 2022 10:23 AM  
**To:** Gendelman, Johanna (HSA); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45611 - 22/23

RECEIPT for Union Notification for PSC 45611 - 22/23 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 45611 - 22/23 for \$3,000,000 for Initial Request services for the period 07/01/2023 – 06/30/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19537> 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: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Information Technology System Solutions

Funding Source: County, State, Federal

PSC Amount: \$26,000,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date 06/30/2023

**1. Description of Work**

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

Services are for the design, access, and support of information technology system solutions for the Human Services Agency. Information technology system solutions are defined as technology based systems that assist the HSA staff and clients by providing Database Applications; Client Management Software; Management Information Systems; Client Assessment Systems; Program Evaluation Systems; Program Assessment Systems ; IT System Consulting; Cloud Services; Transportation Management/Scheduling Software; Website Creation & Content Development Applications; and other ancillary services including training, technical support, installations, and upgrades of HSA's information technology system solutions.

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

These services are required to process and manage client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

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

Services were previously approved through PSC 2006-08/09.

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

Yes, based upon funding, performance and procurement.

**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.**

Generally, the HSA issues solicitations and contracts for an initial 3 year period with an option to renew for an additional 2 years depending on performance, need, and fund availability.

**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.

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

**REASON FOR CHECKING OTHER:**

This PSC is being created to divide the HSA's previous grouped supportive services PSC in to a more definitive IT system services PSC. We are narrowing the focus of existing PSCs for existing contracts.

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

- A. Specify required skills and/or expertise: Creating IT based supportive systems is a very specialized service in programming and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system and compliance mandates. These tend to be proprietary business solutions that have been previously developed and are used by multiple agencies across many states and counties.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

These services are highly specialized and mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system.

**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 mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the system.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No as the work needed would need to span and coordinate with multiple municipalities and/or the project is highly specialized and would best to be performed by an independent organization that has specific expertise with similar projects.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Training is on the use of the final product for end-users. These are mostly online or in-application but can be intermittently on-site a few times per year as needed. End-users are HSA staff and others who work directly with HSA clients to through contracted services and programs.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
Yes.

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

**7. Union Notification:** On 01/24/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; SEIU Local 1021

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

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

Address: 1650 Mission St #300 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43367 - 17/18

DHR Analysis/Recommendation:

action date: 05/07/2018

Commission Approval Required

Approved by Civil Service Commission

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Professional services

Funding Source: Federal, state and local

PSC Amount: \$500,000

PSC Est. Start Date: 07/01/2023

PSC Est. End Date 06/30/2025

**1. Description of Work**

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

Consulting services to develop, provide and implement a new resource family recruitment plan and related services for Family and Children's Service (FCS), a division of San Francisco Human Services Agencies. The services include research, design and implementation of recruitment campaign. Contractor will approach the project in multiple phases: Strategy, Concepting, Production and Optimization/Maintenance.

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

Resource families provide youth with an opportunity to grow and develop in a family environment. Finding families ready to look after these children is one of the most important responsibilities of the child welfare system. FCS must recruit and maintain a pool of well-trained and well-supported resource families, who are willing to take care of children with very diverse profiles and needs. FCS is at a critical point in need for resource families, as currently more than half of San Francisco foster youth are placed outside the City. If a child must be separated from their home, they are also frequently removed from their school, siblings and neighbors. This can be traumatic for children who have already experienced separation from their families. The City has an urgent need for new foster parents to help keep kids in their communities and in San Francisco. The result of denying these services would be continued insufficiency of placements of foster children and the trauma experienced by each family where a child is placed far away from their community.

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 foster parent campaign was begun in 2018 and the goal was for 100 new foster families. We recruited 52 since then and face a significant need for specialized homes such as for teenagers, children with high medical needs, etc.

D. Will the contract(s) be renewed?

No

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

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

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

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

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



B. Explain the qualifying circumstances:

This will be a time limited medial campaign with the ability to purchase media, which the department lacks

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

A. Specify required skills and/or expertise: Data analysis and research skills. Designing comprehensive resource family recruitment and retention plan. Marketing/advertising skills. Graphic design skills. High level communication materials in a wide variety of forms. Ability to purchase media services in the public sector

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 5322, Graphic Artist; 9252, Communications Specialist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The actual media (television, radio and print) in which the ads will be placed.

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

These services are not available within the City.

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

A. Explain why civil service classes are not applicable.

Scope of work is urgent, time sensitive and requires quick expertise and planning. The Department lacks the capacity necessary to deliver a timely, coordinated media plan and its execution.

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 majority of the work will be media buys, which are not in the civil service scope

**6. Additional Information**

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

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

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

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

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

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

**7. Union Notification: On 12/14/2022, the Department notified the following employee organizations of this PSC/RFP request:**

Architect & Engineers, Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; SEIU 1021  
Miscellaneous; SEIU Local 1021

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

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

Address: 1650 Mission Street, Suite 500 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46165 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Gendelman, Johanna (HSA)

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**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Wednesday, December 14, 2022 3:19 PM  
**To:** Gendelman, Johanna (HSA); max.porter@seiu1021.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Najuwanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; amakayan@ifpte21.org; Laxamana, Junko (DBI); Criss@sfmea.com; camaguey@sfmea.com (contact); christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46165 - 22/23

RECEIPT for Union Notification for PSC 46165 - 22/23 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 46165 - 22/23 for \$500,000 for Initial Request services for the period 07/01/2023 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19552> 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: HUMAN SERVICES -- DSSDept. Code: DSSType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Strategic planning for Resource Family RecruitmentFunding Source: State and FederalPSC Amount: \$898,000PSC Est. Start Date: 07/01/2018PSC Est. End Date: 06/30/2021**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will partner with HSA staff to implement recommendations the Agency's resource family recruitment plan. The recruitment plan is part of a series of major service components. They are:

1. Data Analysis and Research Services
2. Marketing/Advertising Development
3. Recruitment Plan Development and execution
4. Provision of advertising, such as MUNI/BART ads, social media, billboard and/or posters

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

Resource families provide youth with an opportunity to grow and develop in a family environment. Finding families ready to look after these children is one of the most important responsibilities of the child welfare system. Family and Children's Services (FCS) must retain and recruit a pool of well-trained and well-supported resource families, who are willing to take care of children with very diverse profiles and necessities. FCS is at a critical point in their need for resource families, in response to State Legislation on Continuum of Care reform (CCR), outlined in Assembly Bill 403. A key concept of CCR is based on research that indicates family care is essential for foster children in order to develop successfully and improve outcomes. Consequently, CCR seeks to increase family home settings for children in foster care and limit the use of congregate care (group homes). As of January 2016, San Francisco County had 869 children in out of home care. Of these children, 77 were placed in facility based licensed care (group homes) and 348 were placed in family based licensed care (foster homes) and Relative/NREFM homes, with the remainder split among other placements such as Foster Family Agencies (FFA) and Guardian homes. As such, FCS has a need for a consultant to partner with FCS staff and/or management to immediately develop and implement a new resource family recruitment plan, as well as provide other related services. These efforts will be part of a multi-year, multi-pronged approach geared toward increasing the number of children that will achieve permanency in San Francisco County. The result of denying the contract will be continued insufficiency of placements for foster children.

**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 strategic plan previously developed or implemented in past decade.

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

No

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

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

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

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

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

- B. Explain the qualifying circumstances:

HSA is experiencing a lack of available resource families for children in care; leading to children being placed out of county, far away from kin. With the State-wide initiative of Continuum of Care reform (Assembly Bill 403), all counties must build increased capacity of resource family home and limit the use of congregate care. HSA does not have the infrastructure or capacity to implement multi-media resource family recruitment plan

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

- A. Specify required skills and/or expertise: Data analysis and research skills Designing comprehensive resource family recruitment and retention plan Marketing/advertising skills Graphic template skills High level communication materials in wide variety of forms Ability to purchase media services in the public sector
- B. Which, if any, civil service class(es) normally perform(s) this work? 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 5322, Graphic Artist; 9252, Communications Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
The actual media (television, radio, and print) in which ads will be placed.

**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.  
Scope of work is time sensitive requiring quick expertise and planning. The Department lacks the capacity necessary to deliver a timely, coordinated media plan. Majority of funding is the purchasing and placing of actual advertisements, such as billboards, posters, social media, bus/MUNI/BART ads-City does not have capacity,
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, need for foster parent recruitment campaign in not continuing work. Majority of costs in service are for media buys; not in civil service scope.

**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. at this point in the service, coaching and/or training to staff would not be provided.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 08/07/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Municipal Executive Association; SEIU 1021 Miscellaneous

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

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

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

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#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40323 - 17/18

DHR Analysis/Recommendation:

action date: 10/15/2018

Commission Approval Required

Approved by Civil Service Commission

10/15/2018 DHR Approved for 10/15/2018



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT -- PRT

Dept. Code: PRT

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

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

Type of Service: As-Needed Real Estate and Related Professional Services

Funding Source: Port Operating Budget

PSC Duration: 3 years

PSC Amount: \$600,000

**1. Description of Work**

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

The Port seeks to contract with four firms with expertise in real estate economics, market and financial research and analysis, public financing mechanisms, site and master planning, urban design, architecture, historic preservation, maritime and surface transportation planning, community relations and related development services. These consulting services will support Port staff in its planning and management of public and mixed-use public-private partnership development projects, planning issues, and in negotiating leases.

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

The Port of San Francisco relies primarily on revenue derived as developer/conduit/landlord for the San Francisco waterfront. As such, it is necessary to procure highly skilled expertise in waterfront real estate and maritime related regulatory planning to manage its revenue generating resources. This expertise is not readily available through city civil service resources and continuity is required to maintain the momentum in the time sensitive development process. Denial of this request would delay existing initiatives and impede revenue generation for the Port.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Previous PSC 41779-15/16, CSC Action 3/07/2016.

D. Will the contract(s) be renewed?

No

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

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

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

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

B. Explain the qualifying circumstances:

The services requested through this solicitation are as-needed to assist with real estate economics, market and financial research and analysis, public financing mechanisms, site and master planning, urban design, architecture, historic preservation, maritime and surface transportation planning, community relations and related development services. These consulting services will support Port staff in its planning and management of public and mixed-use public-private partnership development projects, planning issues, and in negotiating leases. Port staff has previously received Civil Service Commission to contract for this work in PSC #41779-15/16.

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

- A. Specify required skills and/or expertise: Training, knowledge, license (as applicable), skill and ability in performing real estate negotiations, site investigation and analysis, financial feasibility analysis, development cost forecasting, market and site feasibility analysis, entitlement feasibility analysis, marketing and leasing strategic planning, pre-development architectural designs, lease management analysis, highest and best use analysis, development and land use planning, public/private partnership development transaction structure, public/private partnership development, planning and negotiation, supply-demand analysis, economic impact analysis, commercial/industrial/residential/maritime use analysis, commercial market analysis, maritime market analysis, local, regional and national development trends for maritime development, asset management, public financing mechanisms, historic preservation, site and master planning, urban design, architecture, maritime and surface transportation planning and analysis, and community relations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 5283, Planner 5; 5288, Transportation Planner II; 5620, Regulatory Specialist; 9377, Feasibility Analyst, Port; 9386, Senior Property Manager, Port; 9395, Property Manager, Port;
- 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?**

Because the expertise in specific disciplines sought through the as-needed contracts are highly specialized and required occasionally for specific tasks, that expertise generally is not within the scope of existing civil service classifications and is not available from existing City staff. Many of the services sought through the as-needed contracts involve resources are not available within the City, such as lease negotiation support. In the past, Port staff notify other City departments who have staff with related skills before we issued each task order to see if existing City staff could perform any or all of the services needed.

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

- A. Explain why civil service classes are not applicable.
- The work will be scheduled as-needed, based on requirements of each of individual project. The amount and timing of work required to be performed by the various classes cannot be predicted at this time, but it is anticipated that the work demands will be sporadic and will not require long-term, full-time service. Work will be for short and often intense durations, often in response to direction from the Port Commission and/or Board of Supervisors. Much of the work is of a very specialized nature and requires highly specialized set of skills and expertise that will vary by project. Current Port staff who are qualified to provide some of these services are generally already at maximum capacity, but may be assigned to undertake a portion of the work themselves and/or will direct the work to the consultant.

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

**6. Additional Information**

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

**7. Union Notification:** On 01/11/2023, the Department notified the following employee organizations of this PSC/RFP request:

Carpet, Linoleum & Soft Tile; 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: Alysabeth Alexander-Tut Phone: 415-274-0558 Email: alysabeth.alexander-tut@sfport.com

Address: Pier 1The Embarcadero San Francisco, CA 94111

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40048 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Receipt of Notice for new PCS over \$100K PSC # 40048 - 22/23

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

on behalf of

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

Wed 1/11/2023 8:27 AM

To: Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; anthony@dc16.us <anthony@dc16.us>; tony@dc16.us <tony@dc16.us>; Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 40048 - 22/23 more than \$100k

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

40048 - 22/23 for \$600,000 for Initial Request services for the period 03/15/2023 – 03/14/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19743> 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

## Re: RESPONSE REQUESTED: Receipt of Notice for new PCS over \$100K PSC # 40048 - 22/23

Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>

Fri 2/24/2023 12:56 PM

To: wendywong26@yahoo.com <wendywong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; anthony@dc16.us <anthony@dc16.us>; tony@dc16.us <tony@dc16.us>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>

Good Afternoon,

Please be reminded that if you have any objections to the correction to PSC #40049 22/23 described below they should be registered by COB today!

Thank you for your consideration,

### Alysabeth Alexander-Tut (she/her/hers)

Acting Contracts and Procurement Manager

The Port of San Francisco

---

**From:** Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>

**Sent:** Wednesday, February 22, 2023 5:16 PM

**To:** WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; anthony@dc16.us <anthony@dc16.us>; tony@dc16.us <tony@dc16.us>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>

**Subject:** RESPONSE REQUESTED: Receipt of Notice for new PCS over \$100K PSC # 40048 - 22/23

Dear Union Representatives,

Please confirm the below and please register any objections by COB 2/24/2023.

The Port mistakenly called PSC #40048-22/23 "As-Needed Environmental and Planning Services" instead of "As-Needed Real Estate and Related Professional Services."

The remainder of the descriptions in the PSC are correct, only the title was in error.

For your convenience, I have included the concise description of the proposed work which remains unchanged from the original:

The Port seeks to contract with four firms with expertise in real estate economics, market and financial research and analysis, public financing mechanisms, site and master planning, urban design, architecture, historic preservation, maritime and surface transportation planning, community

relations and related development services. These consulting services will support Port staff in its planning and management of public and mixed-use public-private partnership development projects, planning issues, and in negotiating leases.

Thank you for your consideration,

**Alysabeth Alexander-Tut (she/her/hers)**

Acting Contracts and Procurement Manager  
The Port of San Francisco

---

**From:** dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> on behalf of alysabeth.alexander-tut@sfport.com <alysabeth.alexander-tut@sfport.com>

**Sent:** Wednesday, January 11, 2023 8:24 AM

**To:** Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; wendywong26@yahoo.com <wendywong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; anthony@dc16.us <anthony@dc16.us>; tony@dc16.us <tony@dc16.us>; Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40048 - 22/23

RECEIPT for Union Notification for PSC 40048 - 22/23 more than \$100k

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

40048 - 22/23 for \$600,000 for Initial Request services for the period 03/15/2023 – 03/14/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19743> 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: PORT -- PRT Dept. Code: PRTType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Professional Services - Real Estate Economics and Related ServicesFunding Source: Port Operating Budget PSC Duration: 4 years  
PSC Amount: \$3,000,000 PSC Est. Start Date: 04/01/2016 PSC Est. End Date: 03/31/2020**1. Description of Work****A. Scope of Work:**

The Port seeks to create a pre-qualified pool of four (4) firms with expertise in real estate economics, market and financial research and analysis, public financing mechanisms, site and master planning, urban design, architecture, historic preservation, maritime and surface transportation planning, community relations and related development services. These consulting services will support Port staff in its planning and management of public and mixed-use public-private partnership development projects, planning issues, and in negotiating leases.

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

The Port of San Francisco relies on revenue derived as developer conduit/landlord for the San Francisco waterfront. It is necessary to procure highly skilled expertise in waterfront real estate and maritime related regulatory planning to manage revenue generating resources. The Port needs outside technical assistance on an intermittent basis to supplement in-house staff capacity and expertise and/or for negotiation support of Public-Private Development Projects. Use of classified civil service staff would not be practical nor cost effective even if the specialized expertise was readily available. The Port is seeking consultant expertise in specialized core service areas. Denial would delay existing initiatives and impede revenue generation for the Port.

**C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**  
Previous PSC 4015 - 11/12, CSC Action 8/01/2011

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

**2. Union Notification:** On 10/07/2015, 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 Engr:

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**PSC# 41779 - 15/16

DHR Analysis/Recommendation:

03/07/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 03/07/2016

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

A. Specify required skills and/or expertise:  
Please see attached 'Additional Information.'

B. Which, if any, civil service class(es) normally perform(s) this work?  
1820,1822,5262,5268,5272,5274,5277,5278,5283,5291,5293,5620,9377,9386,9395,

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

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

A. Explain why civil service classes are not applicable:

The work will be scheduled as-needed, based on requirements of each of individual project. The amount and timing of work required to be performed by the various classes cannot be predicted at this time, but it is anticipated that the work demands will be sporadic and will not require long-term, full-time service. Work will be for short and often intense durations, often in response to direction from the Port Commission and/or Board of Supervisors. Please see attached 'Additional Information.'

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

No. Civil Service Classes already exist.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? No. The contractor will provide specialized expertise on an intermittent basis	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 01/08/2016 BY:

Name: Lavena Holmes Phone: 415-274-0305 Email: lavena.holmes@sfport.com

Address: Pier 1, The Embarcadero San Francisco, CA 94111

**Additional Information:**

**3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

**A. Specify required skills and/or expertise:**

Training, knowledge, license (as applicable), skill and ability in performing real estate negotiations, site investigation and analysis, financial feasibility analysis, development cost forecasting, market and site feasibility analysis, entitlement feasibility analysis, marketing and leasing strategic planning, pre-development architectural designs, lease management analysis, highest and best use analysis, development and land use planning, public/private partnership development transaction structure, public/private partnership development, planning and negotiation, supply-demand analysis, economic impact analysis, commercial/industrial/residential/maritime use analysis, commercial market analysis, maritime market analysis, local, regional and national development trends for maritime development, asset management, public financing mechanisms, historic preservation, site and master planning, urban design, architecture, maritime and surface transportation planning and analysis, and community relations.

**4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM**

**A. Explain why civil service classes are not applicable:**

The work will be scheduled as-needed, based on requirements of each of individual project. The amount and timing of work required to be performed by the various classes cannot be predicted at this time, but it is anticipated that the work demands will be sporadic and will not require long-term, full-time service. Work will be for short and often intense durations, often in response to direction from the Port Commission and/or Board of Supervisors. Much of the work is of a very specialized nature and requires highly specialized set of skills and expertise that will vary by project. Current Port staff who are qualified to provide some of these services are generally already at maximum capacity, but may be assigned to undertake a portion of the work themselves and/or will direct the work to the consultant.

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: Securing Shredding Services

Funding Source: Hospital Funds and General Funds

PSC Duration: 9 years 1 day

PSC Amount: \$10,000,000

**1. Description of Work**

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

Contractor will provide secure document and other media destruction services for the Department of Public Health. services will include the provision of secured collection bins throughout Department facilities, and the labor required to transport the bins to a secured description point and typically a larger truck that is on site and has a secured area to destroy the items. The services will be required to be provided in compliance will all The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements.

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

The services are necessary in order to properly dispose of documents and other media (CD's DVD's etc.) in a highly secured manner so that the Department may remain in compliance with all regulations required by The Health Insurance Portability and Accountability Act of 1996 (HIPAA). Failure to have a contract for these services will mean that the Department will not be in compliance with applicable rules and regulations, leading to possible fines and sanctions.

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

The services are performed under the purchases order process. This contract will bring the services under a standard City contract.

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

Yes.

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

The requested PSC approval is in excess of five years, because the City does not have the required specialized equipment to securely destroy documents and other media that require secured, shredding services. Required equipment such as specialized shredders, secure bins, and vehicles will be provided by the contractor.

**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 Contractor will provide all required collection bins, and will also provide all the required labor to transport and empty the bins in a secure shredding vehicle that is also provided by the contractor.

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

- A. Specify required skills and/or expertise: The Contractor must have staff and equipment to service an integrated health network. this includes sufficient staff to collect, transport and destroy in a secure manner documents and other media. secure documents
- 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 all required collection bins, and will also provide all the required labor to transport and empty the bins in a secure shredding vehicle that is also provided by the contractor.

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

The City does not employ a specific classification for secure document destruction specialist.

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

- A. Explain why civil service classes are not applicable.  
Civil service are not applicable because the City lacks the specialized equipment required to carry out the services in an efficient manner. Specifically, the City does not have the bins, the specialized equipment including vehicles, or dedicated secured space to have onsite shredding. in addition, when disposing of information that requires secure destruction the chain of custody is best if it is performed by one entity in order to ensure that that items have been securely destroyed.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. It is not practical to for the City to adopt a new class for this service because the services are specialized and require the use of specialized equipment and resources the City does not have.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. City staff will not receive direct training on the services. They may be instructed on how to use the provided secured collection bins however will receive no specialized training. City employees will be trained by City (Department staff) on when it is required to use secured shredding services as part of annual compliance 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 12/05/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 1380 Howard St. San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41411 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Longhitano, Robert (DPH)

---

**From:** dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org  
**Sent:** Monday, December 5, 2022 5:31 PM  
**To:** Hiramoto, Kelly (DPH); dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; Najuwanda Daniels; Pierre King - UAPD; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason Klumb; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sflower.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy Frigillana; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; l21pscreview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com; Thomas Vitale; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41411 - 22/23

RECEIPT for Union Notification for PSC 41411 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 41411 - 22/23 for \$10,000,000 for Initial Request services for the period 01/01/2023 – 12/31/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19525> 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



**Fw: Receipt of Notice for new PCS over \$100K PSC # 41411 - 22/23**

Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>

Mon 12/19/2022 12:02 PM

To: Larry Mazzola Jr. <larryjr@ualocal38.org>; pfinn@ibt856.org <pfinn@ibt856.org>

Cc: Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

Dear Mr. Mazzola and Mr. Finn,

Please see Union Notification for PSC #41411 - 22/23 below.

The PSC is attached for your review.

Thank you.

Kelly

Kelly Hiramoto, LCSW  
Acting PSC Coordinator  
SF Department of Public Health Business Office  
Special Projects Manager  
SF Department of Public Health

*This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify me by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.*

---

**From:** dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> on behalf of kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

**Sent:** Monday, December 5, 2022 5:30 PM

**To:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; dtuttle@oe3.org <dtuttle@oe3.org>; dtubble@oe3org <dtubble@oe3org>; pkim@ifpte21.org <pkim@ifpte21.org>; Najuawanda Daniels <najuawanda.daniels@seiu1021.org>; Pierre King - UAPD <pking@UAPD.com>; president@sanfranciscodsa.com <president@sanfranciscodsa.com>; max.porter@seiu1021.org <max.porter@seiu1021.org>; kennethlomba@gmail.com <kennethlomba@gmail.com>; snaranjo@cirseiu.org <snaranjo@cirseiu.org>; mdennis@twusf.org <mdennis@twusf.org>; roger marengo <rmarengo@twusf.org>; pwilson@twusf.org <pwilson@twusf.org>; cmoyer@nccrc.org <cmoyer@nccrc.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; sfdpoa@icloud.com <sfdpoa@icloud.com>; mjayne@iam1414.org <mjayne@iam1414.org>; Emanuel, Rachel (DEM) <rachel.emanuel@sfgov.org>; laborers261@gmail.com <laborers261@gmail.com>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; jennifer.esteen@seiu1021.org <jennifer.esteen@seiu1021.org>; emathurin@cirseiu.org <emathurin@cirseiu.org>; abush@cirseiu.org <abush@cirseiu.org>; sbabaria@cirseiu.org <sbabaria@cirseiu.org>; anthony@dc16.us <anthony@dc16.us>; mlobre@sfpoa.org <Mlobre@sfpoa.org>; @sfpoa.org <@sfpoa.org>; tracym@sfpoa.org <tracym@sfpoa.org>; mleach <mleach@ibt856.org>; rooferslocal40@gmail.com <rooferslocal40@gmail.com>; sal@local16.org <sal@local16.org>; Criss@sfmea.com <Criss@sfmea.com>; Julie.Meyers@sfgov.org <Julie.Meyers@sfgov.org>; Stan Eichenberger <seichenberger@local39.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; ablood@cirseiu.org <ablood@cirseiu.org>; kcartermartinez@cirseiu.org <kcartermartinez@cirseiu.org>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; wendywong26@yahoo.com <wendywong26@yahoo.com>; sarah.wilson@seiu1021.org <sarah.wilson@seiu1021.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; tjenkins@uapd.com <tjenkins@uapd.com>; eerbach@ifpte21.org <eerbach@ifpte21.org>; tmathews@ifpte21.org <tmathews@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; jb@local16.org <jb@local16.org>; Ricardo.lopez@sfgov.org <Ricardo.lopez@sfgov.org>; Kbasconcillo@sfgwater.org <Kbasconcillo@sfgwater.org>; Sandeep.lal@seiu1021.me <Sandeep.lal@seiu1021.me>; pcamarillo\_seiu@sbcglobal.net <pcamarillo\_seiu@sbcglobal.net>; MRainsford@local39.org <MRainsford@local39.org>; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org <pscreview@seiu1021.org>; pkim@ifpte21.org <pkim@ifpte21.org>; agonzalez@iam1414.org <agonzalez@iam1414.org>; ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>; leah.berlanga@seiu1021.org <leah.berlanga@seiu1021.org>; gail@sffdlocal798.org <gail@sffdlocal798.org>; cityworker@sfcwu.org <cityworker@sfcwu.org>; davidmkersten@gmail.com <davidmkersten@gmail.com>; djohnson@opcmialocal300.org <djohnson@opcmialocal300.org>; Ramon Hernandez <ramonliuna261@gmail.com>; ablood@cirseiu.org <ablood@cirseiu.org>; pkarinen@nccrc.org <pkarinen@nccrc.org>; tony@dc16.us <tony@dc16.us>; stevek@bac3-ca.org <stevek@bac3-ca.org>; xiumin.li@seiu1021.org <xiumin.li@seiu1021.org>; Sin.Yee.Poon@sfgov.org <Sin.Yee.Poon@sfgov.org>; smcgarry@nccrc.org <smcgarry@nccrc.org>; rmtchell@twusf.org <rmtchell@twusf.org>; grojo@local39.org <grojo@local39.org>; jduritz@uapd.com <jduritz@uapd.com>; staff@sfmea.com <staff@sfmea.com>; mike@dc16.us <mike@dc16.us>; khughes@ibew6.org <khughes@ibew6.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; sfsmsa@gmail.com <sfsmsa@gmail.com>; bart@dc16.us <bart@dc16.us>; david.canham@seiu1021.org <david.canham@seiu1021.org>; jtanner940@aol.com <jtanner940@aol.com>; oashworth@ibew6.org <oashworth@ibew6.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; laborers261@gmail.com <laborers261@gmail.com>; local200twu@sbcglobal.net <local200twu@sbcglobal.net>; speedy4864@aol.com <speedy4864@aol.com>; christina@sfmea.com <christina@sfmea.com>; ecdemvoter@aol.com <ecdemvoter@aol.com>; Thomas Vitale <thomas.vitale@seiu1021.org>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41411 - 22/23  
Page 89

RECEIPT for Union Notification for PSC 41411 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 41411 - 22/23 for \$10,000,000 for Initial Request services for the period 01/01/2023 – 12/31/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19525> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Provision of a Comprehensive Biomedical Equipment Maintenance Program

Funding Source: General Funds and Hospital Funds

PSC Duration: 4 years

PSC Amount: \$8,000,000

**1. Description of Work**

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

Contractor will provide a comprehensive biomedical maintenance and management program for the variety of biomedical equipment in use at the the Department of Public Health. Specifically, the contractor will service Laguna Honda Hospital and other locations including but not limited to the health centers, San Francisco General (when not provided by the University of California), and any other unit that uses biomedical equipment at the Department. The Contractor will inventory all equipment, and evaluate current maintenance procedures and then establish a plan to ensure as-needed maintenance and a preventive maintenance program is implemented. Contractor also will repair equipment per Original Equipment Manufacturer (OEM) specifications, or when feasible, send the equipment to OEM's or authorized service providers for repairs.

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

In order to operate an integrated health network it is essential that all biomedical equipment is cataloged, and undergoes scheduled and preventative maintenance. If the service is denied, then the Department will have to manage multiple sites that require biomedical support or will manage the services needs on a case by case basis. This ad-hoc approach is both difficult and inefficient and could lead to gaps in the provision of services which will lead to the degradation of performance and impact service delivery to clients and patients.

**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.**

Currently similar services for San Francisco General are provided by the University of California under the auspices of the Affiliations Agreement. The University will continue to provide these services at San Francisco General Hospital. The new contractor will provide services primarily at Laguna Honda Hospital and other Department locations.

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

Yes if there is a continued need.

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

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

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

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

B. Explain the qualifying circumstances:

The services have not been provided by the City because the services are highly specialized and would require staff that are certified by many Original Equipment Manufacturers in order to maintain applicable equipment.

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

A. Specify required skills and/or expertise: Contractor shall have on staff technicians that are qualified to services a wide range of biomedical equipment per the Original Equipment Manufacturers (OEM) standards. Contractor shall also provide tools and equipment to perform the services. Finally the contractor shall have the required contractual relationships with the various OEM's to quickly send equipment out for repair if they can not repair it.

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: Contractor shall have on staff technicians that are qualified to services a wide range of biomedical equipment per the Original Equipment Manufacturers (OEM) standards. Contractor shall also provide tools and equipment to perform the services. Finally the contractor shall have the required contractual relationships with the various OEM's to quickly send equipment out for repair if they can not repair it.

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

There is no current civil service class that repairs biomedical equipment.

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

A. Explain why civil service classes are not applicable.

The City does not have a dedicated bio medical technician class. The services are quite unique and the usually performed by authorized service providers or by the original equipment manufacturer.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to create a new civil service class for this need because the services are highly specialized and would require staff that are certified by many Original Equipment Manufacturers in order to maintain applicable equipment.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. It is anticipated that there will not be direct training provided by the contractor. However, Department staff will have the opportunity to gain knowledge from the contractor in the administration of a modern biomedical repair departments. Specifically staff will be able to interact with and utilize tools provided by the the contractor to track and research service records for the variety of biomedical equipment in use.

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

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

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

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

7. **Union Notification:** On 12/05/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 1380 Howard St. San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46499 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Longhitano, Robert (DPH)

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**From:** dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org  
**Sent:** Monday, December 5, 2022 12:24 PM  
**To:** Hiramoto, Kelly (DPH); dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; Najuwanda Daniels; Pierre King - UAPD; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason Klumb; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sflower.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy Frigillana; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; l21pscreview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com; Thomas Vitale; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46499 - 22/23

RECEIPT for Union Notification for PSC 46499 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 46499 - 22/23 for \$8,000,000 for Initial Request services for the period 12/01/2022 – 11/30/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19523> 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

Re: Receipt of Notice for new PCS over \$100K PSC # 46499 - 22/23

Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>

Mon 12/19/2022 11:36 AM

To: Larry Mazzola Jr. <larryjr@ualocal38.org>; pfinn@ibt856.org <pfinn@ibt856.org>

Cc: Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

Dear Mr. Mazzola and Mr. Finn,

My apologies - I referenced the wrong PSC in the body of the email.

This notice is regarding PSC 46499 - 22/23.

Correct PSC was attached for your review.

Thank you.

Kelly

Kelly Hiramoto, LCSW  
Acting PSC Coordinator  
SF Department of Public Health Business Office  
Special Projects Manager  
SF Department of Public Health

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---

**From:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>

**Sent:** Monday, December 19, 2022 11:32 AM

**To:** Larry Mazzola Jr. <larryjr@ualocal38.org>; pfinn@ibt856.org <pfinn@ibt856.org>

**Cc:** Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

**Subject:** Fw: Receipt of Notice for new PCS over \$100K PSC # 46499 - 22/23

Dear Mr. Mazzola and Mr. Finn,

Please see Union Notification for PSC #47936 - 21/22 MODIFICATIONS below.

The PSC is attached for your review.

Thank you.

Kelly

Kelly Hiramoto, LCSW  
Acting PSC Coordinator  
SF Department of Public Health Business Office  
Special Projects Manager  
SF Department of Public Health

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**From:** dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> on behalf of kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

**Sent:** Monday, December 5, 2022 12:23 PM

**To:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; dtuttle@oe3.org <dtuttle@oe3.org>; dtubble@oe3org <dtubble@oe3org>; pkim@ifpte21.org <pkim@ifpte21.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; Pierre King - UAPD <pking@UAPD.com>; president@sanfranciscodsa.com <president@sanfranciscodsa.com>; max.porter@seiu1021.org <max.porter@seiu1021.org>; kennethlomba@gmail.com <kennethlomba@gmail.com>; snaranjo@cirseiu.org <snaranjo@cirseiu.org>; mdennis@twusf.org <mdennis@twusf.org>; roger marengo <rmarengo@twusf.org>; pwilson@twusf.org <pwilson@twusf.org>; cmoyer@nccrc.org <cmoyer@nccrc.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; sfdpoa@icloud.com <sfdpoa@icloud.com>; mjayne@iam1414.org <mjayne@iam1414.org>; Emanuel, Rachel (DEM) <rachel.emanuel@sfgov.org>; laborers261@gmail.com <laborers261@gmail.com>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; jennifer.esteen@seiu1021.org <jennifer.esteen@seiu1021.org>; emathurin@cirseiu.org <emathurin@cirseiu.org>; abush@cirseiu.org <abush@cirseiu.org>; sbabaria@cirseiu.org <sbabaria@cirseiu.org>; anthony@dc16.us <anthony@dc16.us>; mlobre@sfpoa.org <Mlobre@sfpoa.org>; @sfpoa.org <@sfpoa.org>; tracym@sfpoa.org <tracym@sfpoa.org>; mleach



<mleach@ibt856.org>; rooferslocal40@gmail.com <rooferslocal40@gmail.com>; sal@local16.org <sal@local16.org>; Criss@sfmea.com <Criss@sfmea.com>; Julie.Meyers@sfgov.org <Julie.Meyers@sfgov.org>; Stan Eichenberger <seichenberger@local39.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; ablood@cirseiu.org <ablood@cirseiu.org>; kcartermartinez@cirseiu.org <kcartermartinez@cirseiu.org>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; wendywong26@yahoo.com <wendywong26@yahoo.com>; sarah.wilson@seiu1021.org <sarah.wilson@seiu1021.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; tjenkins@uapd.com <tjenkins@uapd.com>; eerbach@ifpte21.org <eerbach@ifpte21.org>; tmathews@ifpte21.org <tmathews@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; jb@local16.org <jb@local16.org>; Ricardo.lopez@sfgov.org <Ricardo.lopez@sfgov.org>; Kbasconillo@sfgwater.org <Kbasconillo@sfgwater.org>; Sandeep.lal@seiu1021.me <Sandeep.lal@seiu1021.me>; pcamarillo\_seiu@sbcglobal.net <pcamarillo\_seiu@sbcglobal.net>; MRainsford@local39.org <MRainsford@local39.org>; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org <pscreview@seiu1021.org>; pkim@ifpte21.org <pkim@ifpte21.org>; agonzalez@iam1414.org <agonzalez@iam1414.org>; ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>; leah.berlanga@seiu1021.org <leah.berlanga@seiu1021.org>; gail@sfflocal798.org <gail@sfflocal798.org>; cityworker@sfcwu.org <cityworker@sfcwu.org>; davidmkersten@gmail.com <davidmkersten@gmail.com>; djohnson@opcmialocal300.org <djohnson@opcmialocal300.org>; Ramon Hernandez <ramonliuna261@gmail.com>; ablood@cirseiu.org <ablood@cirseiu.org>; pkarinen@nccrc.org <pkarinen@nccrc.org>; tony@dc16.us <tony@dc16.us>; stevek@bac3-ca.org <stevek@bac3-ca.org>; xiumin.li@seiu1021.org <xiumin.li@seiu1021.org>; Sin.Yee.Poon@sfgov.org <Sin.Yee.Poon@sfgov.org>; smcgarry@nccrc.org <smcgarry@nccrc.org>; rmitchell@twusf.org <rmitchell@twusf.org>; grojo@local39.org <grojo@local39.org>; jduritz@uapd.com <jduritz@uapd.com>; staff@sfmea.com <staff@sfmea.com>; mike@dc16.us <mike@dc16.us>; khughes@ibew6.org <khughes@ibew6.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; sfsmsa@gmail.com <sfsmsa@gmail.com>; bart@dc16.us <bart@dc16.us>; david.canham@seiu1021.org <david.canham@seiu1021.org>; jtanner940@aol.com <jtanner940@aol.com>; oashworth@ibew6.org <oashworth@ibew6.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; laborers261@gmail.com <laborers261@gmail.com>; local200twu@sbcglobal.net <local200twu@sbcglobal.net>; speedy4864@aol.com <speedy4864@aol.com>; christina@sfmea.com <christina@sfmea.com>; ecdemvoter@aol.com <ecdemvoter@aol.com>; Thomas Vitale <thomas.vitale@seiu1021.org>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46499 - 22/23

RECEIPT for Union Notification for PSC 46499 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 46499 - 22/23 for \$8,000,000 for Initial Request services for the period 12/01/2022 – 11/30/2026. Notification of 30 days (60 days for SEIU) is required.

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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)**

CIVIL SERVICE COMMISSION  
PROPOSED PERSONAL SERVICES CONTRACT SUMMARY

DEPT. REQUESTING SERVICES: Public Health-SFGH DATE: 1/18/94  
 NAME OF CONTRACTOR: University of California, San Francisco (UCSF)  
 COST OF CONTRACT: \$41,659,842 Beginning \* Ending \*  
for first year Date: 4/1/94 Date: continuous  
 FUNDING SOURCE: (non-numerical description, i.e., state grant) SFGH Funds

## I. DESCRIPTION OF WORK

## A. Concise description of proposed work:

Patient medical care services rendered at San Francisco General Hospital (SFGH), including ancillary healthcare services.

## B. Quantitative measurement of services or deliverables:

Each year SFGH and UCSF shall negotiate the level of service required and the budget for services.

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

These services are essential to assure that healthcare is available to the citizens of San Francisco and to meet the County's obligations to provide basic medical services to indigents under California Welfare and Institutions Code Sec. 17000.

## D. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent PSC approval number):

These services have been provided by UCSF for over 100 years. The current Affiliation Agreement between the City and County of San Francisco and the University was entered into in 1959.

## E. Will this contract be renewed?

Not applicable as this is a continuous agreement until terminated by either party.

\* The dates indicated are estimates, the actual Beginning and Ending Date may vary depending on the outcome of negotiations, however the duration of the term of the contract will remain the same.

## II. UNION NOTIFICATION

Copy of this summary is to be sent to the union(s) as appropriate (refer to instructions for specific procedure):

<input checked="" type="checkbox"/> Locals 21, 250,	Hope Kamimoto	January 20, 1994
<input checked="" type="checkbox"/> 535, and 790	(signature of person mailing form)	(date of mailing)
<input checked="" type="checkbox"/> S.F. Interns and	Hope Kamimoto	January 20, 1994
<input checked="" type="checkbox"/> Residents Assoc	(signature of person mailing form)	(date of mailing)
<input checked="" type="checkbox"/> Union of American Physicians	Hope Kamimoto	January 20, 1994
<input checked="" type="checkbox"/> and Dentists	(signature of person mailing form)	(date of mailing)

cc: Jim Lazarus, Mayor's Office

\*\*\*\*\*

FOR CIVIL SERVICE COMMISSION USE

PSC# 478-93/94

STAFF ANALYSIS/RECOMMENDATION: See I.C. & D., IV.A. The department has been consulting with the City Attorney's Office who supports approval of this contract.

APPROVE

### III. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

#### A. Specify skills and/or expertise:

Must be able to provide 24-hour, 7-days a week, medical care in all medical specialties for 450 bed acute care facility and the City's only trauma center. This includes medical staffing as well as ancillary healthcare services.

#### B. What, if any, Civil Service class(es) normally perform this work?

Primarily 2230 Physician Specialists, 2233 Supervising Physician Specialists. Also, some nursing group classes (2300), laboratory group classes (2400), therapy and auxiliary group classes (2500).

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

NO.

#### D. Specify contractor's qualifications: (do not attach resumes - summarize contractor's qualifications):

Contractor is the only medical school located in San Francisco and has provided these services at SFGH for over 100 years. It is world renowned as a medical school and research institution.

### IV. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

#### A. Explain why Civil Service classifications are not applicable:

The services provided are just part of the total research/teaching program of UCSF. The City derives access to the research information available at UCSF on the most current diagnostic and treatment techniques. Further, these services provide for training of interns and residents at SFGH as part of the teaching program of UCSF. As a teaching hospital, this investment in training at SFGH ultimately ensures the City the continuation of quality medical care for patients.

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

No, these are specialized services, i.e. affiliation with a teaching/research institution.

### V. ADDITIONAL INFORMATION: (If answer is yes, attach explanation.)

#### A. Will the contractor directly supervise City and County employees? Yes

#### B. Is the contractor or any employee of the contractor a current employee of the City and County of San Francisco? Has the contractor or any employee of the contractor been employed by the City and County within the past year? Yes

#### C. Is the contractor or any employee of the contractor receiving City and County retirement? No

#### D. Will the contractor train City and County employees? Yes

- Describe training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

#### E. Are there any special conditions of the funding source? No

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE

DEPARTMENT HEAD: Hope Kamimoto, Phone 554-2607

Signature of Departmental Contract Coordinator

Richard Cordova/Kathy Murphy

Print or type name of  
Contract Administrator

206-8100

Telephone

## V. ADDITIONAL INFORMATION

### A. Will the contractor directly supervise City and County employees?

Yes. This will occur primarily in the situation in which a University employee is a physician who is the leader of a team of healthcare providers that includes both City and University employees.

### B. Is the contractor or any employee of the contractor a current employee of the City and County of San Francisco? Has the contractor or any employee of the contractor been employed by the City and County within the past year?

Yes. There are about 120 physician positions (not FTEs) at SFGH. Historically, UCSF has conducted all recruitment, hiring, disciplining, and firing of physicians working at SFGH. These physicians were hired onto the University payroll as UCSF employees, or onto City positions and payroll, or both. This system causes unnecessary and duplicated overhead expenses and legal concerns regarding joint employment and dual benefits. Therefore, the proposed contract agreement provides for effective July 1, 1994, all these physicians to be employees only of UCSF, and not the City.

With regard to the second question as to whether the contractor or any employee of the contractor has been employed by the City and County within the past year - Not to our knowledge

### D. Will the contractor train City and County employees?

- Describe training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

Yes. Continuing education and training in the areas of new medical techniques, procedures, equipment, and health and safety is an essential part of working at a hospital. It is impossible to project the number of hours of training that would take place at SFGH, but it would probably be in the thousands. Occupational types that would be trained would be healthcare providers.



FEB 11 1994

# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

February 11, 1994

EMI R. UYEHARA,  
PRESIDENT

JUAN RIOS  
VICE PRESIDENT

KAREN CLOPTON  
COMMISSIONER

GEORGE KOSTUROS  
COMMISSIONER

A. LEE MUNSON  
COMMISSIONER

ALBERT C. WALKER  
EXECUTIVE OFFICER

## NOTICE OF ACTION TAKEN BY THE CIVIL SERVICE COMMISSION

**SUBJECT: REVIEW OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBER 426-93/94 THROUGH 482-93/94.**


At its meeting of February 7, 1994, the Civil Service Commission had for its consideration the above subject matter.

It was the decision of the Commission to take the following action:

1. Contract Number 430-93/94 off calendar at the request of the Airports Commission.
2. Contracts Number 466-93/94 and 467-93/94 off calendar at the request of the Public Utilities Commission.
3. Adopt Human Resources Director's report on remaining contracts; notify the offices of the Controller and the Purchaser (Vote of 5 to 0).

The time within judicial review must be sought is governed by Code of Civil Procedure (CCP) Section 1094.6.

CIVIL SERVICE COMMISSION

  
Albert C. Walker  
Executive Officer

### Attachments

cc: Gabriel Karol, Airport  
Joanne Chow Winship, Art Commission  
Joan Lubamersky, CAO  
John Burke, Controller  
Lu Tubbs/Wayne Lawrence, Mayor  
Kathryn Hile, Parking & Traffic  
Thomas Strong, Police  
Nancy Woo, Port  
Hope Kamimoto, DPH/CO  
Ann Courtright, PUC  
Hugh Havlik, DPW  
Clara Starr, SFCCD  
Commission File

(3381B)



To: Civil Service Commission

From: Wendell L. <sup>WLB</sup> ~~Proctor~~, Human Resources Director

SUBJECT: REVIEW OF REQUESTS FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS.

<u>No.</u>	<u>Department</u>	<u>Contractor</u>	<u>Recommendation</u>
426-93/94	Airport	National Assessment Services	Approve
427-93/94	Airport	Law Enforcement Psychological Svcs.	Approve
428-93/94	Airport	Polaris Research & Development	Approve
429-93/94	Airport	Michal Settles, Ed.D.	Approve
430-93/94	Airport	Robert Waller	Approve
431-93/94	Art Commission	Michael Manwaring	Approve
432-93/94	CAO	1010 BFH (Sanford Rosen)	Approve
433-93/94	Controller	To Be Determined	Approve
434-93/94	Mayor's Office	Career Resources Development Center	Approve
435-93/94	Mayor's Office	Charity Cultural Services Center	Approve
436-93/94	Mayor's Office	Korean Center, Inc.	Approve
437-93/94	Mayor's Office	Mission Child Care Consortium, Inc.	Approve
438-93/94	Mayor's Office	S.F. Educational Services	Approve
439-93/94	Mayor's Office	S.F. Educational Services	Approve
440-93/94	Mayor's Office	California Community Dispute Svcs.	Approve
441-93/94	Mayor's Office	Community Boards	Approve
442-93/94	Mayor's Office	California Lawyers for the Arts	Approve
443-93/94	Parking & Traffic	Wilbur Smith Associates	Approve
444-93/94	Police	State of California - Employment Development Department	Approve
445-93/94	Port	Gibbs & Associates	Approve
446-93/94	Public Utilities	Manna Consultants, Inc.	Approve
447-93/94	Public Utilities	Synergic Resources Corporation	Approve
448-93/94	Public Utilities	Brown Vence & Associates	Approve
449-93/94	Public Works	To Be Selected	Approve
450-93/94	Public Works	SOH Associates-Structural Engineers	Approve
451-93/94	SFCCD	James Chin	Approve
452-93/94	SFCCD	Keith Robert Carr	Approve
453-93/94	SFCCD	Craig Zachlod	Approve
454-93/94	SFCCD	Asbestos Advisory Association	Approve
455-93/94	Public Health	Calif. Pacific Medical Center/Operation Concern	Approve
456-93/94	Public Health	Gay Asian-Pacific Alliance Community HIV Project (GCHP)	Approve
457-93/94	Public Health	Haight Ashbury Free Medical Clinics, Inc.	Approve
458-93/94	Public Health	Natl. Task Force on AIDS Prevention	Approve
459-93/94	Public Health	Planned Parenthood of Alameda/S.F.	Approve
460-93/94	Public Health	S.F. AIDS Foundation	Approve
461-93/94	Public Health	Center for Leadership Development	Approve
462-93/94	Public Health	Bayview Hunter's Point Adult Day Health Center	Approve
463-93/94	Public Health	Haight Ashbury Free Clinic	Approve

<u>No.</u>	<u>Department</u>	<u>Contractor</u>	<u>Recommendation</u>
464-93/94	Public Health	Lyon-Martin Women's Health Svcs.	Approve
465-93/94	Public Health	Mission Neighborhood Health Ctr.	Approve
466-93/94	Public Health	Regents, University of California- Family Practice Program	Approve
467-93/94	Public Health	Sequoia Hospital District, Redwood City	Approve
468-93/94	Public Health	Third Baptist Church, Inc.	Approve
469-93/94	Public Health	University of California, Berkeley/ Office of Financial Aid	Approve
470-93/94	Public Health	UCSF/School of Nursing/Dept. of Family Health Care Nursing	Approve
471-93/94	Public Health	Various - See Attached List	Approve
472-93/94	Public Health	Clayton Environmental Consultants, Inc.	Approve
473-93/94	Public Health	H+GCL	Approve
474-93/94	Public Health	SCA Environmental, Inc.	Approve
475-93/94	Public Health	Shared Medical Systems Corp. (SMS)	Approve
476-93/94	Public Health	Regents University of California S.F. - S.F. General Hospital	Approve
477-93/94	Public Health	The Support Center	Approve
478-93/94	Public Health	University of Calif., S.F.(UCSF)	Approve
479-93/94	Public Works	O'Rourke Public Relations	Approve
482-93/94	Dept. of Human Resources	Cooperative Personnel Services	Approve

THE FOLLOWING PERSONAL SERVICES CONTRACTS ARE FUNDED BY SHORT-DOYLE FUNDS:

480-93/94	Public Health	St. Francis Memorial Hospital	Approve
481-93/94	Public Health	Volunteer Center of San Francisco	Approve

Respectfully submitted,

*Geoffrey L. Rothman*  
 Geoffrey L. Rothman  
 Division Manager, Personnel

GLR/LRL/kh  
 7090C



## EXCERPTS FROM CIVIL SERVICE COMMISSION RULES

### Section 5.06. APPEAL OF GENERAL MANAGER'S ACTION

An action by the General Manager, Personnel, on examination matters delegated to the General Manager, Personnel, may be appealed to the Commission provided such appeal is received in the Personnel Department before 12:00 Noon of the fifth (5th) working day following the postmarked mailing date of notification to the appellant. The Commission's action on the appeal shall be final and no reconsideration request shall be allowed.

An action by the General Manager, Personnel, on other matters may be appealed to the Commission provided such appeal is received within thirty (30) calendar days following the postmarked mailing date of notification to the appellant. The Commission's action shall be final and no reconsideration request shall be allowed.

### Section 5.07. RECONSIDERATION OF COMMISSION ACTION

A reconsideration request of a Commission action may be filed in writing specifying the reasons therefor. The request for reconsideration of previous Commission action must include in detail new information not previously considered.

A request for reconsideration must be received in the Personnel Department no later than thirty (30) calendar days following the postmarked mailing date of notification of the Commission's action.

Requests for reconsideration will be referred to the Commissioners for determination as to whether the Commission will agree to reconsider the matter. If, after consideration of the written request a majority of the Commissioners do not consent to hear the matter, the request is denied and the previous action is final.

If the Commission agrees to grant the request for a reconsideration hearing, the matter shall thereafter be calendared. At any reconsideration the taking of evidence and oral arguments will be permitted only as to new information not previously considered by the Commission. Action by the Commission after a reconsideration hearing shall be final.

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: Water Treatment & Testing

Funding Source: General Fund

PSC Amount: \$400,000

PSC Est. Start Date: 04/01/2023

PSC Est. End Date 03/31/2028

**1. Description of Work**

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

The contractor(s) will provide a comprehensive Water Management Program (WMP) road map and testing for Laguna Honda Hospital. This entails managing the risk associated with close loop water and domestic water chemistry. The contractor(s) will test domestic water for Legionella and other microbials. Furthermore, the contractor(s) identify the physical risk associated with the water management annually.

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

The objective of the water management program (WMP) is to manage microbial risk associated with the building water systems while also managing risks from scalding (the primary physical hazard associated with water) and from chemicals used for water treatment or in devices connected to the water systems. WMP assesses and identifies risk for physical and microbial hazards. Once the systems that present a significant risk of legionella growth are identified, a control measure will be identified and tested. Based on the test finding, the contractor will recommend appropriate remedies to address the deficiencies. The water systems where the contractor(s) performs risk analysis and tests include: Public water main taps for domestic water; storage tanks for domestic cold water; fire protection systems; irrigation systems; closed-loop systems and central domestic hot water systems. and kitchen or laundry systems. These systems are vital for the day-to-day functioning of the hospital and denial of this request would result in risk to patient's and staff's health and being out of compliance with the Centers for Disease Control (CDC) guidelines.

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

The services have been procured on an as-needed basis under the Purchase order process.

D. Will the contract(s) be renewed?

Yes.

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

The department will need to continue the testing and monitoring program. Due to the low volume of the work it would not be feasible to bring the services in house, which would require procuring specialized equipment to test the water and to also hire staff that would do the analysis.

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

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

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

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

B. Explain the qualifying circumstances:

Services required on an as-needed, intermittent, or periodic basis: although the service are performed on a regular schedule the volume of the services low and are performed on a scheduled periodic basis. Services that require resources that the City lacks: The contractor will provide specialized technicians, equipment and custom mixed chemicals for the the closed loop system.

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

- A. Specify required skills and/or expertise: Contractor(s) must have the required staff and equipment to implement and maintain a comprehensive domestic and closed loop water management system. Services performed by the contractor(s) shall include scheduled tests and provide swift recommendation to fix deficiencies to reduce risk to patients and staff.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2481, Water Quality Technician; 2482, Water Quality Tech III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide specialized technicians, equipment, and as-needed chemicals for both the domestic and closed loop system to function properly and safely.

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

None because the services are highly specialized and require the use of specialized technicians and equipment.

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

- A. Explain why civil service classes are not applicable.  
Civil Service classes are not applicable because these are proprietary products requiring services which include technical components beyond the scope of expertise of in-house staff to perform. Furthermore, DPH does not have a laboratory to test the water chemistry which is a critical portion of this service.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It is not feasible maintain specific staff to perform the inspection and testing service as it is performed only twice per year. The water management program that will assess the risk is done annually by contractor's third-party expert that sells no chemicals, equipment, or laboratory services. In addition, the services deal with proprietary products that are already developed and available for commercial use.

**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. Civil service staff will work with contractor(s) to obtain knowledge throughout the performance of this contract. Staff will also have the ongoing opportunity to gain insight and knowledge of current best practices of a closed loop water system and water treatment through their interactions with contractor(s).
- 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 01/27/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: 1380 Howard street San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48506 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Receipt of Notice for new PCS over \$100K PSC # 48506 - 22/23

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>  
on behalf of  
kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Fri 1/27/2023 11:33 AM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (DBI) <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>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; Geleta, Dereje (DPH) <dereje.geleta@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 48506 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 48506 - 22/23 for \$400,000 for Initial Request services for the period 04/01/2023 – 03/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19792> 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: SFPUC Right of Way Services

Funding Source: Capital Programs; Water Enterprise; Wastew PSC Duration: 5 years 1 day

PSC Amount: \$3,000,000

**1. Description of Work**

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

The proposed work would include ROW acquisition services for the projects and programs of the Infrastructure Division, such as the Sewer System Improvement Program and other SFPUC projects that require ROW activities. A full range of ROW work is required, including planning and budgeting, pre-CEQA activities such as obtaining Permits to Enter, ROW estimates, and appraisals; and post-CEQA activities such as acquisitions, relocation services, clerical support services, project tracking, and other, as-needed work.

Acquisition work includes, but is not limited to, acquisition of fee and easements, as well as leases, permits, and licenses. Additional work to be performed as needed includes ROW encroachment clearance, condemnation services, land surveying services, property rights research and title services, and support of public meetings and presentations.

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

The services to be provided through the contract are necessary for several large current and upcoming Infrastructure projects, as well as for SFPUC Real Estate Services and the Water, Power, and Wastewater Enterprises. The City and the SFPUC do not have the staff necessary to provide these services in-house in the time or manner necessary to deliver the SFPUC projects. Denial would result in significant delays to critical SFPUC projects, risking contract delays and associated cost increases, as well as potential fines and other negative consequences associated with delays in meeting regulatory compliance metrics and goals.

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.

With the exception of the surveying, property research, and title services, the services provided through this contract were provided through contract CS-200. PSC #4126-10/11.

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.

Term is five years. The Infrastructure Division will always have various projects that will require Right of Way (ROW) acquisition, appraisal services, title searches, and survey work. The services provided under this contract are highly specialized and will be used to meet project needs when they exceed existing staff resources or skillsets. A modification will be requested for this PSC if the SFPUC wishes to extend the contract beyond the initial five years.

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

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

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

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

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

☒ 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:

Services are used for short-term and capital projects requiring diverse skills, expertise, and/or knowledge. In this case, ROW acquisition services, title services, and appraisal services. Services are needed on an as-needed basis for capital projects and other infrastructure projects. Circumstances where there is a demonstrable potential conflict of interest. In this case independent appraisals. Cases where future funding is uncertain that the establishment of new positions/classes is not feasible. In this case, funding is project based.

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

A. Specify required skills and/or expertise: ROW experience and expertise in preparing appraisal reports; acquisition of fee, temporary construction easements, permanent infrastructure and access easements; relocation assistance programs, ROW estimating, scheduling, and budgeting; knowledge of all federal and state regulations, including the Uniform Act; ability to work with title companies and to understand all manner of title issues and preliminary title reports; ability to provide surveying quality documents, including maps and legal descriptions; and all related aspects of ROW work.

B. Which, if any, civil service class(es) normally perform(s) this work? 4143, Principal Real Property Ofc; 5216, Chief Surveyor;

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?**

N/A

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

A. Explain why civil service classes are not applicable.

The Real Property classifications primarily handle leasing and development transactions and do not have the experience and expertise necessary for ROW acquisition and relocation services. City does not have the in-depth staff or the resources necessary to handle ROW appraisals, property research and title services, and surveying work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No because the assignments and services are project specific with limited duration. It would not be practical to adopt a new civil services class, as the work is not guaranteed to be needed for a long term and funding is project based.

**6. Additional Information**

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



- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The scope of the contract does not include training City and County employees because the services to be provided are specialized and require specific coursework/education and licensure.
- 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 01/23/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41623 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](#); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](#); [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41623 - 22/23  
**Date:** Monday, January 23, 2023 11:50:21 AM

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RECEIPT for Union Notification for PSC 41623 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41623 - 22/23 for \$3,000,000 for Initial Request services for the period 04/11/2023 – 04/10/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/19773> 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)**

## June 20, 2011 Regular Meeting

AMENDED

### MINUTES

Regular Meeting

June 20, 2011

2:00 p.m.

ROOM 400, CITY HALL

**1 Dr. Carlton B. Goodlett Place**

### CALL TO ORDER

2:07 p.m.

### ROLL CALL

President E. Dennis Normandy	Not present (Notified absence)
Vice President Donald A. Casper	Present
Commissioner Morgan R. Gorrono	Not present (Notified absence)
Commissioner Mary Y. Jung	Present
Commissioner Lisa Seitz Gruwell	Present

Vice President Donald A. Casper presided.

**REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION AND WHICH IS NOT APPEARING ON TODAY'S AGENDA**

Steve Zeltzer, retired City worker and a member of United Public Workers for Action expressed his objection of a personal services contract in the amount of \$100,000 approved by the Commission at the meeting of April 4, 2011, for the Municipal Transportation Agency to hire a public relations firm. He also stated that a labor representative should be on the Commission and that the meetings should be available on video.

**APPROVAL OF MINUTES**

Regular Meeting of June 6, 2011

**Action:** Adopt. (Vote of 3 to 0)

**HUMAN RESOURCES DIRECTOR'S REPORT** (Item No. 5)

No report.

**EXECUTIVE OFFICER'S REPORT** (Item No. 6)

The Executive Officer informed the Commission about AB 455 which is at its third reading on the Senate Floor and if approved by the full Senate, will be forwarded to the Governor for his signature. The proposed legislation will affect the process by which appointments are made to merit system boards and commissions. It provides that one half will be appointed by the governing body (in our case, the Board of Supervisors) and the other half, nominated by the recognized employee organization. Currently, Civil Service Commissioners are appointed by the Mayor to six-year terms.

The Commission directed the Executive Officer to communicate its concerns and coordinate with City agencies in conveying its opposition to AB 455.

**0154-11-8**      **Review of request for approval of proposed personal services contract.**  
(Item No. 7)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4115-10/11	Public Works	\$2,500,000	<p>The Forensic Services Division (FSD) of the SF Police Department and the Office of Chief Medical Examiner (OCME) require specialized facilities that meet requirements of accreditation agencies for autopsy complexes and forensic science laboratories and that can ensure the chain-of-custody for evidence</p> <p>expectation of the courts of law. The original PSC #4065-07/08 was approved on 12/03/2007 for \$450,000, and modified on 10/20/2008 for \$950,000. In this regard, a consultant has been under contract and has thus far provided specialized architectural, engineering, and related professional services for programming the facilities and the development of essential design criteria. The services proposed within this PSC will enable the further development of both specialized facilities through the Schematic Design Phase and the work products of this effort will assist City staff in preparing for the Bond Measure scheduled for the November 2013 Ballot.</p>	Regular	12/31/17

June 6, 2011: Postpone to the meeting of June 20, 2011 with the presence of a DPW representative.

**Speakers:** Jim Buker, Department of Public Works

**Action:** Adopt the report; Approve request for proposed personal service contract. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

0166-11-8 Review of request for approval of proposed personal services contract.  
(Item No. 8)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
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4116-10/11	General Services Agency	\$300,000	<p>Replacement of only the audio portion of a highly integrated audio/video/remote control system. San</p> <p>Francisco City Hall uses a complex audio-visual system to provide sound and video services to the City Hall hearing rooms, SFG-TV broadcast facilities, in-house TV systems and Civic events held throughout the building. The AV system was custom designed in 1997 and installation completed in 1998. Many of the components are obsolete and no longer supported by the manufacturer. At this time only the audio portion of a highly integrated system is to be replaced. All new equipment must be compatible with and fully operational with unchanged components.</p>	Regular	12/31/11
4117-10/11	Municipal Transportation Agency	\$53,000,000	<p>The SMTA in cooperation with the Risk Management Division of the Office of the City Administrator seeks</p> <p>broker(s) to establish an Owner Controlled Insurance Program (OCIP) for the Third Street Light Rail Transit Project, Phase 2 - Central Subway Project. The broker(s) will market and place insurance coverages for worker's compensations, general liability, excess liability and builder's risk. The broker(s) will administer the OCIP for 5 Central Subway Project construction contracts - Tunneling, Moscone Station, Union Square/Market Street Station, Chinatown Station, and Surface Station/ Systems with a total construction cost of \$700 million. In addition, the broker(s) will provide services for risk control, claims management, loss</p> <p>control and safety, and risk management information system. The approximate cost for premium and</p> <p>administrative services during the contract period of 8 years is \$53 million.</p>	Regular	05/31/19
4118-10/11	Port Commission	\$596,000	<p>Develop a Waterborne All-Hazard Response Plan for the San FranciscoBay Region. Identify gaps in</p> <p>response responsibilities, authorities, coordination structures, location and ownership of assets. This plan</p> <p>will address gaps by identifying pertinent waterborne and land-based assets; clarifying responsibilities,</p> <p>authorities and coordination structures by disaster type and geographic location. The completed work product will be classified as Security Sensitive.</p>	Regular	03/31/12
4119-10/11	Port Commission	\$662,357	<p>The scope of services under this PSC includes preparation and implementation of BORP plans for Port's critical and essential facilities. The consulting engineers will assess the Port's critical facilities and prepare BORP plans; including facility-specific post-earthquake inspection plans. The Port will seek assistance from the Structural Engineers Association of Northern California (SEAONC) BORP Subcommittee under the guidance of San Francisco Department of Building Inspection (DBI) to assist in review and acceptance of these written BORP inspection plans. The BORP Subcommittee is comprised of qualified volunteer engineers. This BORP Program requires consulting engineering to be available to provide post disaster inspection services.</p>	Regular	03/31/16



4120-10/11	Public Health	\$1,550,000	<p>Provision of intermittent, as needed, temporary, on-call professional, licensed Physical, Occupational and</p> <p>Speech Therapists and Occupational Therapy Assistants, 7 days a week, 8:00 AM to 4:30 PM. Therapists will be available on a 24 hour basis to provide back-up coverage to Civil Service staff positions during scheduled and unscheduled staff absences.</p>	Regular	06/30/16
4121-10/11	Public Health	\$890,000	<p>As needed, temporary, supplemental transcription and credential verification registry personnel services for</p> <p>the Medical Staff Services Department of San Francisco General Hospital (SFGH). This service provides temporary staff during unanticipated peaks in demand and whenever full time staff is unavailable to attend standing meetings of eleven (11) SFGH medical committees. Temporary staff track medical staff attendance, prepare agenda and provide transcriptions of the meeting minutes. Temporary staff also verifies provider licenses, certificates and board certifications of physicians, dentists, nurse practitioners, nurse anesthetists and midwives on an as needed basis.</p>	Regular	12/31/16
4122-10/11	Public Health	\$1,260,000	<p>The contractor will provide expert consultation and project management implementation assistance to the</p> <p>Department for the eClinical Works Ambulatory Electronic Medical Record (EMR) in Primary Care and Specialty Clinics. The contractor is a Certified eClinical Works implementation specialist and will address specific areas of the implementation including system design, build and integration as well as project management functions to coordinate the efforts of multiple project work teams. This engagement will be limited to the time request to implement the system at Departmental clinical sites over a 42 month period subject to project funding.</p>	Regular	12/31/14
4123-10/11	Elections	\$95,000	<p>The consultant will provide the Redistricting Task Force with technical assistance in redrawing San</p> <p>Francisco's supervisorial districts. Services include, but are not limited to, data gathering, database</p> <p>construction, data analysis, mapping, public education on redistricting, and consulting during the Task Force's public meetings. To provide these services, the consultant must have professional knowledge of and experience in cartography, demography, statistical analysis, and federal and state redistricting law.</p>	Regular	04/15/12
4124-10/11	Public Utilities Commission	\$96,000	<p>Contractor shall implement the following: (1) transport San Mateo thorn mint seeds from California Dept of Fish and Game (CDFG) and US Fish and Wildlife Service (USFWS)-approved nursery; (2) plant seeds at sites designated by SFPUC Natural Resources; and (3) monitor and document the survivorship and reproductive fitness of the plants at each site. Contractor must have specialized experience working with individuals of this species; Contractor must carry a 2081(a) permit from CDFG authorizing the contractor to possess/handle San Mateo thorn mint individuals.</p>	Regular	07/01/17

4125-10/11	Public Utilities Commission	\$2,300,000	<p>The Upper Alameda Creek Filter Gallery Project (UACFG) project would design and construct a water collection facility beneath the streambed of Alameda Creek near its confluence with San Antonio Creek. The primary purpose of the UACFG project is to capture water from below Alameda Creek for diversion into the SFPUC regional water system.</p>	Regular	06/01/16
4126-10/11	Public Utilities Commission	\$3,500,000	<p>A full range of Right of Way work is required. This includes Planning and Budgets, Pre-CEQA activities such as obtaining Permits to Enter, Right of Way Estimates, Appraisals, POST-CEQA Acquisitions, Relocation Services, clerical support services, project tracking, and as-needed work. Property Management and Lease Negotiations services shall be limited to non Sewer System Improvement Program projects.</p>	Regular	08/31/16
4080-08/09	Port Commission	<p>Increase Amount</p> <p>\$0</p> <p>New Amount</p> <p>\$400,000</p>	<p>This work is Phase 3 of a three phase project which was authorized under PSC #4080-08/09 and awarded to Coast and Harbor Engineering, Inc. This work requires that the Engineer of Record (EOR) participate in the preconstruction meeting for the commencement of project construction and be available throughout construction to review and approve shop drawings, respond to contractor's request for interpretation (RFI) of plans and specifications, review change order requests, final walk-through for punch list, etc. This work is necessary to complete the construction phase of the project work involving shoreline protection work in preparation for the development of MissionBayPark. Due to difficulties securing the project permit, an additional 18 months is required to finish the project.</p>	Modification	06/30/12
4015-06/07	Public Utilities Commission	<p>Increase Amount</p> <p>\$1,000,000</p> <p>New Amount</p> <p>\$8,500,000</p>	<p>In order to manage mosquito populations associated with all of San Francisco's 23,000 catch-basins and to limit the spread of West Nile Virus and other mosquito-borne diseases, services includes monthly or bimonthly inspections depending on conditions, pesticide applications as needed using only pesticide products listed on the latest SF Reduced Risk Pesticide list, and tracking of all monitoring and treatment activities.</p>	Modification	12/31/11
4059-08/09	Public Utilities Commission	<p>Increase Amount</p> <p>\$3,000,000</p> <p>New Amount</p> <p>\$6,000,000</p>	<p>Work consists of system-wide removal, replacement, testing and disposal of carbon and/or potassium permanganate odor control unite media throughout the City and County of San Francisco Public Utilities Commission Wastewater Enterprise.</p>	Modification	12/01/14

4147-08/09	Public Health	<p>Increase Amount</p> <p>\$325,400</p> <p>New Amount</p> <p>\$650,800</p>	<p>DPH needs specialized review and further development of its protocols and tools for surveillance and investigation of urgent cases and outbreaks of</p> <p>disease, including data forms and the Integrated Case and Outbreak Management system. (ICOMS) This will include review of existing protocols and tools developed for both normal operations and for the Departments Infectious Disease Emergency Response Plan. (IDER) This requires a special technical writer and documentation specialist to create documentation to support disease control and immunization record keeping systems (ICOMS and ICMS). Consulting organizations will create functional descriptions,</p> <p>detailed specifications, and guides for configuring, administering, and troubleshooting record systems, will purchase, package and inventory Point of</p> <p>Dispersion (POD) equipment and supplies for all POD trailers, will create multilingual signs for use in POD sites , will develop traffic routes and cubic</p> <p>footage requirements for antibiotic distribution between the storage and POD sites, and regionally agreed upon mass prophylaxis training modules, a</p> <p>website, and internet screening process to provide anti biotic prophylaxis.</p>	Modi- fication	08/09/13
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***Rohan Lane***

, General Services Agency spoke on PSC #4116-10/11.

Norma Nelson and Andres Acevedo, Port Commission spoke on PSC #4118-10/11 and 4119-10/11.

**Speakers:**

Jacquie Hale, Department of Public Health spoke on PSC #4121-10/11.

Pauson Yun and Jessica Appel (Shors) spoke on PSC #4124-10/11.

Pauson Yun and Chris Geiger, Ph.D. spoke on PSC #4015-06/07.

**Action:**

Adopt the report; Approve request for proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

0167-11-8

**Review of request for approval of proposed personal services contract.**  
(Item No. 9)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4127-10/11	Airport Commission	\$5,500,000	Construction Management (CM) team with design-build experience and Air Traffic Control Tower (ATCT) experience to manage the design, construction and activation of a new Federal Aviation Administration (FAA) ATCT at SFO and a three story shared use building at its base. The CM will be required to provide dedicated electrical and special systems Resident Engineers with direct FAA ATCT experience. The CM team will also be required to have high-rise structural and blast protection engineering and construction experience. The CM must be fully familiar with the FAA standards and requirements, and will enforce and document compliance. The CM will oversee the integration of FAA ATCT equipment, and will manage the critical activation and commissioning of the new ATCT and cutover from the old tower with no interruption to operations.	Regular	06/30/16

**Speakers:** Cynthia Avakian and Tom Rodriquez, Airport Commission

**Action:** Adopt the report; Approve request for proposed personal services contract. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

**0169-11-8** **Report by the Public Utilities Commission on the status of the conditional approval of PSC #4123-09/10. (Item No. 10)**

April 19, 2010: Approve request for PSC #4123-09/10 on the condition that  
1) With respect to the long term improvement project, construction at the Harry Tracy Water Treatment Plant, on-the-job training for identified City employees willing to transition to field work after confirming their interest through a shadow program, 2) The Public Utilities Commission will issue bi-annual reports regarding its use of consultants and City staff, and 3) With respect to the hiring of 6318 and 6319 Construction Inspectors, that the Public Utilities Commission will use its best efforts to hire such City personnel provided that it maintains its management prerogative to hire or not to hire based on projections of future work. Notify the offices of the Controller and the Office of Contract Administration.

**Speakers:** Carol Isen and Prentiss Jackson, Public Utilities Commission

**Action:** Accept the report. (Vote of 3 to 0)

0125-11-4

**Appeal by Ellen Dolese, Marguerita Fa-Kaji, Roxane Hayes and Gregory Underwood of the examination process for the Position-Based Testing 8124 Investigator, Office of Citizen Complaints (PBT-8124-056244). (Item No. 11)**

May 16, 2011: Postpone to the meeting of June 6, 2011 at the request of Ellen Dolese, Marguerita Fa-Kaji, Roxane Hayes and Gregory Underwood.

- June 6, 2011:
- 1) The appeal as it relates to the examination announcement and the certification rule is denied.
  - 2) The appeal as it relates to Rule 111A.35.2, based solely on claims that the inconsistency in examination administration, bias of raters and/or failure of the raters to apply uniform standards compromised either the validity or the reliability of the examination, is continued to the meeting of June 20, 2011.

**Speakers:** Reno L. Rapagnani, Attorney  
Micki Callahan, Human Resources Director

- (1) Continue to the meeting of August 1, 2011 at the request of Reno Rapagnani to allow appellants sufficient time to obtain expert analysis of the information contained in the Department of Human Resources staff report.
- Action:**
- (2) Directed Mr. Rapagnani to have all reports/rebuttals delivered to the Commission office by close of business on July 11, 2011.
  - (3) This will be the last continuance granted. (Vote of 3 to 0)

0342-10-4

**Appeal by Tirtza Pearl on her background rejection for a 1446 Secretary II position with the San Francisco Police Department. (Item No. 12)**

June 6, 2011: Postpone to the meeting of June 20, 2011 at the request of Tirtza Pearl.

**Speakers:** Tirtza Pearl, Appellant  
Rosanna Horton, Ed.D., on behalf of appellant

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Professional Services

Funding Source: Funding Source: Community Benefits Operati PSC Duration: 4 years 1 day

PSC Amount: \$3,800,000

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC) is committed to achieving racial justice by centering the agency's programs and resource allocations on racial and social equity. PRO.0266, which will award two consultants, aims to help the SFPUC better understand, market, communicate and engage its customers that have historically been undeserved or have faced systemic barriers in San Francisco. For example, consultants may conduct focus groups of these customers in their preferred language to gauge their understanding of the SFPUC and its discount programs. Consultants may also help to place advertisements in newspapers or on social media to help market the agency and bill relief offerings.

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

The work supported by PRO.0266 is crucial to achieving the SFPUC's and City's racial equity goals. If this work is not completed, the agency would not follow through on its commitments outlined in its Racial Equity Plan. For example, the SFPUC would see lower registrations in discount programs from customers that would benefit from enrollment the most.

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?

No

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

N/A

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

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

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

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

B. Explain the qualifying circumstances:

SFPUC has need for expert support for several short-term projects as described above. SFPUC has received money from the California Public Utilities Commission (CPUC) for the agency's Disadvantaged Communities Green Tariff and Community Solar Programs that requires payment to a community-based organization(s) to receive the funding. SFPUC requires a consultant to make media purchases that the SFPUC cannot complete directly, including large purchases using a credit card and requiring payment in advance of ad placement.

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

A. Specify required skills and/or expertise: The SFPUC is seeking support from consultants who have demonstrated experience in market research, marketing and advertising, communications and community engagement, and event implementation with a specific focus on communities facing structural barriers in San Francisco, including communities with low incomes, communities that primarily speak languages other than English, and Black, Indigenous and People of Color (BIPOC) communities.

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?**

N/A

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

A. Explain why civil service classes are not applicable.

The SFPUC is seeking support from consultants who understand—or are even embedded in—underserved communities in San Francisco and have demonstrated experience centering these communities in market research, marketing and advertising, communications and community engagement, and events. The SFPUC is also seeking media buying support for advertisements that cannot be made under the City's purchasing procedures (i.e., payment in advance using a credit card). Additionally, the SFPUC seeks expert market research assistance, which is not under any current class/job description in the Communications Department. This includes developing and leading focus groups in other languages. These specific areas of expertise do not lend themselves to civil service classes at the SFPUC.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. As outlined above, the expertise we are seeking requires consultants who understand—or are even embedded in—underserved communities in San Francisco. This experience is not something that can be easily transferred to a civil service class or position.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. Yes. The consultants will conduct presentations and/or Lunch and Learns to SFPUC staff to recap project work and share lessons learned, which SFPUC staff could apply to future 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 01/30/2023, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42278 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023



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

**From:** [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.](mailto:Hale.Shawndrea.M.; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmarenco@twusf.org; pwilson@twusf.org; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel.Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconillo_Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlc798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmlalocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Hale.Shawndrea.M.; dhrr-psccordinator@sfgov.org</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 42278 - 22/23<br/><b>Date:</b> Monday, January 30, 2023 10:27:19 AM</p><hr/></div><div data-bbox=)

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The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42278 - 22/23 for \$3,800,000 for Initial Request services for the period 06/01/2023 – 06/01/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/19793> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Architectural, Engineering, and Related Design Services for a new Fire Training Facility.

Funding Source: General Obligation Bond – ESER

PSC Amount: \$17,000,000

PSC Est. Start Date: 03/01/2023

PSC Est. End Date 03/01/2030

**1. Description of Work**

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

Public Works is seeking a qualified Architectural and Engineering (A/E) Team led by an Executive Architect to provide architectural, engineering, and related services to design a new Fire Training Facility for the San Francisco Fire Department (SFFD). The project will relocate the SFFD's existing training sites to a single site located at 1236 Carroll Avenue, San Francisco, CA 94124.

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

This project requires special expertise in firefighting training facilities programming and design. Public Works does not have the design experience in the subject matter. The Fire Department currently conducts trainings for recruits and existing personnel at two facilities: one on Treasure Island and a smaller venue in the Mission District. Treasure Island Development Authority plans require the Fire Department to relocate from their current facility by December 2026. The City is in the process of purchasing a 6.6 acre site at 1236 Carroll Avenue in San Francisco's Bayview/Hunter's District for a new Fire Training Facility. Denial of this PSC would mean the design of this new essential facility cannot be completed; thus, the City will not have a facility for training their firefighters and future recruits. This will jeopardize the City's response to calls for 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.**

Original PSC approved by the by the Civil Service Commission on 9/20/2021 under PSC 41365-2021. Similar architectural and engineering related services were approved under PSC #43809-14/15 on 7/6/2015 for Fire Station 35 and PSC #42622-16/17 on 9/19/2016 for the Emergency Medical Services Facility.

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

No

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

PSC term exceeds 5 years to account for actual contract duration. The additional time in the PSC Duration is also to allow processing time for advertising, negotiating, Board of Supervisor approval process, and 2-year warranty period in addition to design, bidding, and construction phases and awarding the contracts.

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

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

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

B. Explain the qualifying circumstances:

This unique capital project requires special expertise in firefighting training facilities programming and design. The project is funded by the Earthquake Safety and Emergency Response Bond which was approved by 79 percent of the voters in March 2020. The City must complete this project prior to December 2026, which is when the Treasure Island Development Authority requires the Fire Department to vacate their existing training facility on Treasure Island.

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

- A. Specify required skills and/or expertise: Architectural, engineering, and related expertise in the design of fire training facilities. Expertise in leading an architectural and engineering team in the design of new facilities with an estimated construction cost of \$145M.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

The department analyzed and assessed the range of services available in-house and did not find the specialized expertise necessary for this type of project among the existing staff. Public Works does not have the design expertise to design fire training facilities. Therefore, we need to supplement our City staff with consultants who can provide staff with the required experience and expertise for a successful project delivery.

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

- A. Explain why civil service classes are not applicable.  
Permanent civil service employees do not possess the experience and specialized expertise in design and construction administration services for delivering a new fire training facility with an estimated construction cost of \$142M.
- 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. NNo. The new facility will be the City's sole fire training facility. This PSC requires specialized expertise that will not be required on an ongoing basis.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There is no training plan or courses, specifically. However, through collaboration on providing design services, the City's architecture staff will enhance its knowledge and understanding of the risks and challenges that occur with this type of facility.
- 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 01/10/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47357 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](#); [Laxamana, Junko \(DBI\)](#); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Macaranas, Belle \(DPW\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Receipt of Notice for new PCS over \$100K PCS # 47357 - 22/23  
**Date:** Tuesday, January 10, 2023 5:18:58 PM

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RECEIPT for Union Notification for PSC 47357 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 47357 - 22/23 for \$17,000,000 for Initial Request services for the period 03/01/2023 – 03/01/2030. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/19740> 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)**



Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Architectural, Engineering, and Related Design Services for a new Fire Training FacilityFunding Source: General Obligation Bond – ESERPSC Amount: \$17,000,000PSC Est. Start Date: 12/01/2021PSC Est. End Date: 12/01/2028**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Public Works is seeking a qualified Architectural and Engineering (A/E) Team led by an Executive Architect to provide architectural, engineering, and related services to design a new Fire Training Facility for the San Francisco Fire Department (SFFD). The project will relocate the SFFD's existing training sites to a single site located at 1236 Carroll Avenue, San Francisco, CA 94124.

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

This project requires special expertise in firefighting training facilities programming and design. Public Works does not have the design experience in the subject matter. The Fire Department currently conducts trainings for recruits and existing personnel at two facilities: one on Treasure Island and a smaller venue in the Mission District. Treasure Island Development Authority plans require the Fire Department to relocate from their current facility by December 2026. The City is in the process of purchasing a 6.6 acre site at 1236 Carroll Avenue in San Francisco's Bayview/Hunter's District for a new Fire Training Facility. Denial of this PSC would mean the design of this new essential facility cannot be completed; thus, the City will not have a facility for training their firefighters and future recruits. This will jeopardize the City's response to calls for 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.**

Similar services were approved by the Civil Service Commission under PSC #43808-14/15 on 7/6/2015 for Fire Station 35 and PSC #42622-16/17 on 9/19/2016 for the Emergency Medical Services Facility.

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

No

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

PSC term exceeds 5 years to account for actual contract duration. The additional time in the PSC Duration is also to allow processing time for advertising, negotiating, Board of Supervisor approval process, and 2-year warranty period in addition to design, bidding, and construction phases and awarding the contracts.

**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

B. Explain the qualifying circumstances:

This unique capital project requires special expertise in firefighting training facilities programming and design. The project is funded by the Earthquake Safety and Emergency Response Bond which was approved by 79 percent of the voters in March 2020. The City must complete this project prior to December 2026, which is when the Treasure Island Development Authority requires the Fire Department to vacate their existing training facility on Treasure Island.

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

- A. Specify required skills and/or expertise: Architectural, engineering, and related expertise in the design of fire training facilities. Expertise in leading an architectural and engineering team in the design of new facilities with an estimated construction cost of \$142M.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The department analyzed and assessed the range of services available in-house and did not find the specialized expertise necessary for this type of project among the existing staff. Therefore, we need to supplement our City staff with consultants who can provide staff with the required experience and expertise for a successful project delivery.

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

- A. Explain why civil service classes are not applicable.  
Permanent civil service employees do not possess the experience and specialized expertise in design and construction administration services for delivering a new fire training facility with an estimated construction cost of \$141M.
- 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 new facility will be the City's sole fire training facility. This PSC requires specialized expertise that will not be required on an ongoing basis.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There is no training plan or courses, specifically. However, through collaboration on providing design services, the City's architecture staff will enhance its knowledge and understanding of the risks and challenges that occur with this type of facility.
- 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 06/25/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41365 - 20/21

DHR Analysis/Recommendation:

action date: 09/20/2021

Commission Approval Required

Approved by Civil Service Commission

09/20/2021 DHR Approved for 09/20/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Engineering and Architectural Services for a new Emergency Medical Services Facility.

Funding Source: Capital Planning Fund & GO Bond

PSC Amount: \$3,000,000

PSC Est. Start Date: 01/01/2017

PSC Est. End Date 07/01/2020

**1. Description of Work**

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

The proposed work under consideration is to provide architectural and engineering design services for Design Development through the completion of construction. The design is for a new San Francisco Fire Department (SFFD) Ambulance and Paramedic Emergency Medical Services (EMS) facility at 2245 Jerrold Avenue. This new EMS facility will consist of a seismically safe three-story facility and adjacent three-story parking structure. This EMS facility will house and deploy ambulance and paramedic staff, as well as provide enhanced ambulance restocking and a centralized depot which will increase overall ambulance dispatching efficiency.

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

The end product of this project will provide a new multistory EMS facility. The existing EMS facility which provides ambulance dispatching functions is seismically unsafe, and may not withstand a major earthquake event. The existing facility has also become insufficient for the SFFD's current needs to serve the public. The consequence of denial of this proposal is that the design of this project cannot be completed, and the existing EMS facility will remain insufficient to meet the SFFD's needs, and remain susceptible to failure during a major earthquake event. The effect of this will further limit the ambulatory response capabilities of being able to respond to emergencies after said major earthquake event.

**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 services were approved by the Civil Service Commission on July 6, 2015 for Fire Station 35 under PSC# 43808-14/15.

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

No

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

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

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

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

**B. Explain the qualifying circumstances:**

The design services proposed are needed during a period of time during which City staff availability will not meet the staffing needs.

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

- A. Specify required skills and/or expertise: Architectural and engineering expertise in the design of a new EMS facility valued at more than \$40 million. Engineering licenses are required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

City staff will provide architectural and engineering design services for Schematic Design. City staff will also deliver Project Management of the project. The proposed consultant team will collaborate with City's A/E staff for peer reviews, while services are provided.

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

- A. Explain why civil service classes are not applicable.  
City staff do not have the capacity necessary to provide the services during the required timeline. City staff will provide overall project management services as well as peer reviews for 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. It would not be practical since this is a peak workload situation where there's no evidence that the workload will continue at the current high level. As City staff resources and availability fluctuate, the applicable existing civil service class may be available to perform the design services in the future.

### **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. One or two seminars will be provided by the consultant, presenting lessons learned on issues resolved during design. Five to fifteen Engineers and Architects.
- 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 07/25/2016, 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: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42622 - 16/17

DHR Analysis/Recommendation:

action date: 09/19/2016

Commission Approval Required

Approved by Civil Service Commission

09/19/2016 DHR Approved for 09/19/2016

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW Dept. Code: DPWType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Mechanical, Electrical, Plumbing, & Structural Engineering Services for Fire Station 35Funding Source: General Obligation Bond PSC Duration: 5 years 33 weeksPSC Amount: \$7,500,000 PSC Est. Start Date: 05/11/2015 PSC Est. End Date: 12/31/2020**1. Description of Work****A. Scope of Work:**

Public Works is seeking a qualified team of specialized engineering consultants to provide engineering design and construction support services for the new Fire Station no. 35 facility. The consultant will collaborate with Public Works' team of architects and structural engineers.

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

The service is necessary in order to provide engineering expertise to support architectural City staff. Denial of this request will inhibit Public Works' ability to augment its in-house Architectural and Engineering (A/E) team with the necessary capability and capacity to provide engineering services for a facility to be constructed over water, and with potential historical significance. A significant part of this project will be to upgrade and rebuild damaged piers.

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

A/E services for the Public Safety Building were approved via PSC#4095-08/09 and for the Cruise Terminal via PSC#4018-09/10. (Please see uploaded documents for previously approved PSCs for similar services)

D. Will the contract(s) be renewed? No, not at this time

**2. Union Notification:** On 05/08/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**PSC# 43808 - 14/15

DHR Analysis/Recommendation:

07/06/2015

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 07/06/2015

**3. Description of Required Skills/Expertise****A. Specify required skills and/or expertise:**

The consultant team must consist of professional engineers licensed in the state of California for the respective disciplines. We are looking for specialized engineering services for design and construction support of an essential service building built over the water. Maritime construction requires a team of consultants who understands the risks and the prevailing regulations that are applicable to the project.

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

5268,5241,5211,5218,

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

No, facilities and equipment will not be provided.

**4. Why Classified Civil Service Cannot Perform****A. Explain why civil service classes are not applicable:**

Permanent civil service employees do not possess the experience and specialized expertise in maritime design and construction for delivering an essential service facility.

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

No. Fire Station 35 is currently the only boathouse station within the City's portfolio of fire stations. This service requires specialized expertise that will not be required on an ongoing basis.

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

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

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 06/09/2015 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

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



# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 43357 - 17/18)

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

Type of Service: As-Needed Project Management Support Services

Funding Source: Airport Capital Funds

PSC Original Approved Amount: \$9,000,000

PSC Original Approved Duration: 10/01/17 - 12/31/22 (5 years 13 weeks)

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

PSC Mod#1 Duration: 12/31/22-12/31/24 (2 years 1 day)

PSC Mod#2 Amount: \$12,000,000

PSC Mod#2 Duration: 12/31/24-12/31/28 (4 years 1 day)

PSC Cumulative Amount Proposed: \$22,000,000

PSC Cumulative Duration Proposed: 11 years 13 weeks

**1. Description of Work**

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

As part of the San Francisco International Airport's (Airport) 5-year Capital Plan, Airport staff will require As-Needed Project Management Support Services (PMSS) contractors for short-term capital projects with expertise in: project controls, scheduling and cost estimating, pre-construction services, peer reviews, specialty design engineers, specialty construction inspectors, and specialty material testing and commissioning services. Consultants with experience and knowledge in Airport design and construction of terminals, air-side and land-side development, special systems and commissioning will be required.

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

Along with aging infrastructure, the Airport continues to experience strong passenger growth, both of which require the Airport to upgrade facilities, and renovate the passenger terminals to improve operational efficiency, improve safety/security, and meet forecast demand. Some of the as-needed projects are of limited duration and some involve specialty oversight. Denial may cause project delays, which will affect customer service, delay the implementation of security measures, and result in lost revenues.

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

Yes, PSC 43357-17/18

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

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

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

Need to extend for time to align with the new contracts end date.

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

**A. Display all that apply**

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

Explain the qualifying circumstances:

This is an as-needed contract for short term capital projects.

**B. Reason for the request for modification:**

Need to extend for time to align with the new contracts end date.

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

- A. Specify required skills and/or expertise: Professional project support skills with Airport project experience and specific expertise in development of master schedules, project phasing plans, project phase cost estimates and check-estimates, project controls and reporting, pre-construction services, regulatory compliance, Airport special systems and operating protocols including special knowledge and skills required to develop, design, construct and commission an Airport terminal and all of its operating systems are required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5310, Survey Assistant I; 5312, Survey Assistant II; 5362, Engineering Assistant; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Existing staff does not have the required expertise and specialized skills related to the proposed services. This work requires expertise in preparing cost estimates, schedules, peer reviews, and commissioning services critical for an operating airport with specialized systems and critical construction schedules for Airport terminal design and construction, Airport air-side and land-side development. The Airport will use experienced design, project and construction management staff integrated with the consultant staff to provide all of the required services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as stated above, classifications exist however staff does not have the required expertise.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No training will be provided as this is an as needed contract and specific tasks are not defined.
- 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, CPM-Alta JV, MCK Americas, Inc., and possibly new others

**7. Union Notification: On 02/06/23, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;**

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43357 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Cynthia Avakian (AIR)

---

**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Monday, February 6, 2023 4:29 PM  
**To:** Cynthia Avakian (AIR); Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 43357 - 17/18 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$12,000,000 for services for the period December 31, 2024 – December 31, 2028. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F18110&data=05%7C01%7Ccynthia.avakian%40flysfo.com%7C96e7ab722bc94131c2d208db08a33536%7C22d5c2cfce3e443d9a7dfcc0231f73f%7C0%7C0%7C638113269285565258%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IkhWwILCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=fRV2yo7X0CPvTf6RGtcmdl6o84S37D6oJ7e1WC1e9nY%3D&reserved=0>

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

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 43357 - 17/18)

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

Type of Service: As-Needed Project Management Support Services

Funding Source: Airport Capital Funds

PSC Original Approved Amount: \$9,000,000 PSC Original Approved Duration: 10/01/17 - 12/31/22 (5 years 13 weeks)

PSC Mod#1 Amount: \$1,000,000 PSC Mod#1 Duration: 12/31/22-12/31/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$10,000,000 PSC Cumulative Duration Proposed: 7 years 13 weeks

**1. Description of Work**

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

As part of the San Francisco International Airport's (Airport) 5-year Capital Plan, Airport staff will require As-Needed Project Management Support Services (PMSS) contractors for short-term capital projects with expertise in: project controls, scheduling and cost estimating, pre-construction services, peer reviews, specialty design engineers, specialty construction inspectors, and specialty material testing and commissioning services. Consultants with experience and knowledge in Airport design and construction of terminals, air-side and land-side development, special systems and commissioning will be required.

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

Along with aging infrastructure, the Airport continues to experience strong passenger growth, both of which require the Airport to upgrade facilities, and renovate the passenger terminals to improve operational efficiency, improve safety/security, and meet forecast demand. Some of the as-needed projects are of limited duration and some involve specialty oversight. Denial may cause project delays, which will affect customer service, delay the implementation of security measures, and result in lost revenues.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**  
PSC 43357-17/18

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

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

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**  
Need to extend for time to align with the contract end date.

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

**A. Display all that apply**

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

Explain the qualifying circumstances:

This is an as-needed contract for short term capital projects.

**B. Reason for the request for modification:**

Need to add time and money to the request.

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

A. Specify required skills and/or expertise: Professional project support skills with Airport project experience and specific expertise in development of master schedules, project phasing plans, project phase cost estimates and check-estimates, project controls and reporting, pre-construction services, regulatory compliance, Airport special systems



and operating protocols including special knowledge and skills required to develop, design, construct and commission an Airport terminal and all of its operating systems are required.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5310, Survey Assistant I; 5312, Survey Assistant II; 5362, Engineering Assistant; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;

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

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Existing staff does not have the required expertise and specialized skills related to the proposed services. This work requires expertise in preparing cost estimates, schedules, peer reviews, and commissioning services critical for an operating airport with specialized systems and critical construction schedules for Airport terminal design and construction, Airport air-side and land-side development. The Airport will use experienced design, project and construction management staff integrated with the consultant staff to provide all of the required services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as stated above, classifications exist however staff does not have the required expertise.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No training will be provided as this is an as needed contract and specific tasks are not defined.
- 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, CPM-Alta JV and MCK Americas, Inc.

**7. Union Notification: On 03/11/22, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43357 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/28/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Project Management Support Services

Funding Source: Airport Capital Funds

PSC Amount: \$9,000,000

PSC Est. Start Date: 10/01/2017

PSC Est. End Date 12/31/2022

**1. Description of Work**

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

As part of the San Francisco International Airport's (Airport) 5-year Capital Plan, Airport staff will require As-Needed Project Management Support Services (PMSS) contractors for short-term capital projects with expertise in: project controls, scheduling and cost estimating, pre-construction services, peer reviews, specialty design engineers, specialty construction inspectors, and specialty material testing and commissioning services. Consultants with experience and knowledge in Airport design and construction of terminals, air-side and land-side development, special systems and commissioning will be required.

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

Along with aging infrastructure, the Airport continues to experience strong passenger growth, both of which require the Airport to upgrade facilities, and renovate the passenger terminals to improve operational efficiency, improve safety/security, and meet forecast demand. Some of the as-needed projects are of limited duration and some involve specialty oversight. Denial may cause project delays, which will affect customer service, delay the implementation of security measures, and result in lost revenues.

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

This service has been provided in the past via PSC # 4057-11/12.

D. Will the contract(s) be renewed?

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

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

This as-needed contract is part of the San Francisco International Airport's (Airport) 5-year Capital Plan therefore it will be matching a 5-year term.

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

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

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

B. Explain the qualifying circumstances:

This is an as-needed contract for short term capital projects.

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

A. Specify required skills and/or expertise: Professional project support skills with Airport project experience and specific expertise in development of master schedules, project phasing plans, project phase cost estimates and check-estimates, project controls and reporting, pre-construction services, regulatory compliance, Airport special systems and operating protocols including special knowledge and skills required

to develop, design, construct and commission an Airport terminal and all of its operating systems are required.

B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5310, Survey Assistant I; 5312, Survey Assistant II; 5362, Engineering Assistant; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;

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

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

A Notice of Intent for PMSS was sent to City Departments on May 11, 2016 inquiring for departments interested in participating. No responses were received.

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

A. Explain why civil service classes are not applicable.

Existing staff does not have the required expertise and specialized skills related to the proposed services. This work requires expertise in preparing cost estimates, schedules, peer reviews, and commissioning services critical for an operating airport with specialized systems and critical construction schedules for Airport terminal design and construction, Airport air-side and land-side development. The Airport will use experienced design, project and construction management staff integrated with the consultant staff to provide all of the required services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as stated above, classifications exist however staff does not have the required expertise.

**6. Additional Information**

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

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

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 07/21/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43357 - 17/18

DHR Analysis/Recommendation:

action date: 09/18/2017

Commission Approval Required

Approved by Civil Service Commission

09/18/2017 DHR Approved for 09/18/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 40108 - 20/21)

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

Type of Service: Cable Car Barn Rewinder & Holdback Replacement

Funding Source: Federal and Local Funds

PSC Original Approved Amount: \$1,500,000 PSC Original Approved Duration: 11/17/20 - 11/17/23 (3 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 11/17/21-11/17/24 (1 year 1 day)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 02/06/23-02/06/29 (4 years 11 weeks)

PSC Cumulative Amount Proposed: \$1,500,000 PSC Cumulative Duration Proposed: 8 years 11 weeks

**1. Description of Work**

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

The proposed work involves the design, fabrication, installation, and training for specialized machinery necessary to replace the Cable Car cables. In order to replace each of the four cables in the Cable Car system, two separate, specialized reeling machines are required. One machine functions as a rewinder unit in that it collects a damaged and/or old cable, and the other functions as a holdback in that it dispenses a new cable into the system while maintaining tension in the line during the cable replacement procedure.

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

The Cable Car Holdback and Rewinder machines are necessary for the replacement of the cables that provide traction power to the historic Cable Car rail vehicles. The current machinery was furnished in the 1980's and has experienced unexpected issues in recent years. The Cable Car system relies solely on these machines to perform cable replacements. Were the holdback or rewinder to experience unexpected breakdown due to the age of the machinery, the system would be facing an extended shutdown as it would be without the equipment necessary to address the cable damage and age that would require cable replacement. Therefore, the machines should be replaced.

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

No

D. Will the contract(s) be renewed?

No

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

This is a specialized piece of critical equipment. There are 2 options to extend the warranty coverage for 2 years each after the initial 12 months. If city staffing is at a sufficient level and familiar with the equipment the additional option years will not be executed and maintenance/repairs will be completed by City resources.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The project work requires the services of a contractor experienced with the design, fabrication, installation, and training of wire rope reeling machines. The work entails specialized engineering and installation of a modern wire rope reeling machine to replace machinery that is highly impactful to the operation of the Cable Car system and has outlived its useful life.

B. Reason for the request for modification:

Due to a lack of administrative resources and the requirement for transitioning to a different contract delivery method, the contract was not executed within 1 year of the original PSC approval. The modification desired is a shift of the PSC duration from 11/17/2020-11/17/2023 to 02/06/2023-02/06/2029. The initial request was for 3 years but did not consider the period of extended warranty. We are asking for options of up to 5 years after acceptance. This revised request considers the full-time period.

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

- A. Specify required skills and/or expertise: Wire Rope Reeling Machine Engineering, Hydraulic Engineering, and Electromechanical Engineering
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Two new reeling machines and related items to be used for Cable Car cable replacement.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil service classes do not perform such specialized work as wire rope reeling machine design.
- 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 highly specialized and does not represent work that would be consistently performed on a daily basis, but rather represents project work to be performed very roughly once every 5-25 years.

**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 because this is a specialized piece of critical equipment
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No

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

No.

**7. Union Notification:** On 02/10/23, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 1 S Van Ness Ave, HR ELR, 6th, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40108 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023



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

## Nuque, Amy

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**From:** DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
**Sent:** Friday, February 10, 2023 9:45 AM  
**To:** Nuque, Amy  
**Subject:** FW: Receipt of Modification Request to PSC # 40108 - 20/21 - MODIFICATIONS

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

From: dhrr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of amy.nuque@sfmta.com  
Sent: Friday, February 10, 2023 9:10 AM  
To: Nuque, Amy (MTA) <Amy.Nuque@sfmta.com>; ewallace@ifpte21.org; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; Stan Eichenberger <seichenberger@local39.org>; dtuttle@oe3.org; pkim@ifpte21.org; Najuwawanda Daniels <najuawanda.daniels@seiu1021.org>; Pierre King - UAPD <pking@UAPD.com>; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM) <rachel.emmanuel@sfgov.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; laborers261@gmail.com; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; jennifer.lee@ib856.org; rooferslocal40@gmail.com; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpooa.org; @sfpooa.org; tracym@sfpooa.org; mleach <mleach@ib856.org>; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger <seichenberger@local39.org>; Jason Klumb <jason.klumb@seiu1021.org>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgov.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; Leah.Berlango@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez <ramonliuna261@gmail.com>; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; ritchell@twusf.org; grojo@local39.org; iduritz@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 <thomas.vitale@seiu1021.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

Subject: Receipt of Modification Request to PSC # 40108 - 20/21 - MODIFICATIONS

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

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period February 6, 2023 -- February 6, 2029. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

[https://url.avanan.click/v2/\\_\\_\\_http://apps.sfgov.org/dhrdrupal/node/17500\\_\\_\\_YXAzOnNmZHQyOmE6bzo1NTg0Y2YzZmNkNzU1ZGQ1OTk4ODNiMzcZGFmMGEOYT02OjcxZWQ6MjU2NjE3MTY3MzYzMGEyYTJkMTImMmZkNDdjNmYwNGRIMTJiOGY1MjUxMDc1ZDZhZjYwYmJhMjA5ZGJmMGJlZDpwOIQ](https://url.avanan.click/v2/___http://apps.sfgov.org/dhrdrupal/node/17500___YXAzOnNmZHQyOmE6bzo1NTg0Y2YzZmNkNzU1ZGQ1OTk4ODNiMzcZGFmMGEOYT02OjcxZWQ6MjU2NjE3MTY3MzYzMGEyYTJkMTImMmZkNDdjNmYwNGRIMTJiOGY1MjUxMDc1ZDZhZjYwYmJhMjA5ZGJmMGJlZDpwOIQ)  
Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com ewallace@ifpte21.org amakayan@ifpte21.org junko.laxamana@sfgov.org

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Cable Car Barn Rewinder & Holdback Replacement

Funding Source: Federal and Local Funds

PSC Duration: 3 years

PSC Amount: \$1,500,000

**1. Description of Work**

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

The proposed work involves the design, fabrication, installation, and training for specialized machinery necessary to replace the Cable Car cables. In order to replace each of the four cables in the Cable Car system, two separate, specialized reeling machines are required. One machine functions as a rewinder unit in that it collects a damaged and/or old cable, and the other functions as a holdback in that it dispenses a new cable into the system while maintaining tension in the line during the cable replacement procedure.

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

The Cable Car Holdback and Rewinder machines are necessary for the replacement of the cables that provide traction power to the historic Cable Car rail vehicles. The current machinery was furnished in the 1980's and has experienced unexpected issues in recent years. The Cable Car system relies solely on these machines to perform cable replacements. Were the holdback or rewinder to experience unexpected breakdown due to the age of the machinery, the system would be facing an extended shutdown as it would be without the equipment necessary to address the cable damage and age that would require cable replacement. Therefore, the machines should be replaced.

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

A contractor was hired to design, fabricate, and install the current cable replacement machinery in the 1980's.

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 project work requires the services of a contractor experienced with the design, fabrication, installation, and training of wire rope reeling machines. The work entails specialized engineering and installation of a modern wire rope reeling machine to replace machinery that is highly impactful to the operation of the Cable Car system and has outlived its useful life.

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

A. Specify required skills and/or expertise: Wire Rope Reeling Machine Engineering, Hydraulic Engineering, and Electromechanical Engineering

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Two new reeling machines and related items to be used for Cable Car cable replacement.

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

The city and County of San Francisco do not have qualified personnel to perform the work needed for this project.

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

A. Explain why civil service classes are not applicable.

Civil service classes do not perform such specialized work as wire rope reeling machine design.

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 highly specialized and does not represent work that would be consistently performed on a daily basis, but rather represents project work to be performed very roughly once every 5-25 years.

**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. Estimated 16 hours of training on the operation and maintenance of the new reel in reeling machines. The occupational types of employees expected to be trained are primarily Engineering, Supervision, Wire Rope Mechanics, Machinists, Electronic Maintenance Tech Technicians.

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

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

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

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

**7. Union Notification:** On 11/03/2020, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 1 S Van Ness Ave, HR ELR, 6th San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40108 - 20/21

DHR Analysis/Recommendation:

action date: 01/04/2021

Commission Approval Required

Approved by Civil Service Commission

01/04/2021 DHR Approved for 01/04/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 45626 - 16/17)

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

Type of Service: As Needed Specialized Information Technology Consulting Services

Funding Source: General Fund, federal and State grants

PSC Original Approved Amount: \$8,000,000 PSC Original Approved Duration: 08/01/17 - 05/31/21 (3 years 43 weeks)

PSC Mod#1 Amount: \$3,800,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$10,000,000 PSC Mod#2 Duration: 06/01/18-05/31/23 (2 years)

PSC Mod#3 Amount: \$9,000,000 PSC Mod#3 Duration: 06/01/23-12/31/31 (8 years 30 weeks)

PSC Cumulative Amount Proposed: \$30,800,000 PSC Cumulative Duration Proposed: 14 years 22 weeks

**1. Description of Work**

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

Contractor(s) will provide specialized consulting services in the area of information technology. As-needed and intermittent services to include: needs analysis, documentation of status of applications and processes, evaluation of processes and work flow, documentation of technical specifications, project management, enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services, data warehouse and archiving initiatives, applications support, research and preparation of analyses of future state initiatives, documentation of specifications for new applications, and overall project support for interdepartmental clinical data integration initiatives. Focus areas will include systems and applications for: Whole Person Care Initiatives, Population Health, Environmental Health, Communicable Diseases, Prevention, financial systems, clinical systems, ongoing integration initiatives, Electronic Health Record (EHR)-related activities, managed care services, and technology modernization projects.

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

This service is necessary in order for the Department to complete critical information technology projects and to leverage technology to gain efficiencies in the delivery of services to patients, clients and constituents of the Department.

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

Services have been provided in the past through earlier PSC request. See 45626 - 16/17

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

Only if there is a continued need and funding.

**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:**

An extension of the term is needed in order to maintain existing software applications that were procured under the original Electronic Health Record Project. The City does not have access to the proprietary software applications that will allow uninterrupted support and maintenance of the applications. City staff will be able to work with the vendor in order to gain insight and knowledge transfer on how to maintain and support modern technology used for archiving purposes.

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

**A. Display all that apply**

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

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

Explain the qualifying circumstances:



The Department of Public Health is in the process of a major effort to facilitate a transition to a new, single, integrated Electronic Health Record system, a multi-year initiative to modernize the great majority of the Department's existing IT applications, with the goal of providing better integration among units that will result in better services and patient outcomes. While this effort to modernize and integrate applications is ongoing, the Department must continue to provide services to its patients/clients, requiring the use of as-needed and intermittent assistance to ensure that the various projects under this Department-wide effort are completed successfully.

**B. Reason for the request for modification:**

This modification will increase the duration and the amount in order to extend the use of proprietary software and support services in support of ongoing data archiving projects at the Department. DPH needs to transition the remaining legacy Electronic Health Record system currently used by Behavioral Health to the the new EPIC health recorded system which will be begin in calendar year 2023.

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

- A. Specify required skills and/or expertise: Contractor(s) must have staff with advanced degrees in related fields and 5-7 years or more experience in project management, preferably with Project Management Professional (PMP) and/or Lean Six Sigma certification; experience must include developing project plans, functional and technical requirements, project charters, communication plans, budgeting and other project management artifacts or by-products; experience in data security, privacy and data governance, business requirements, data and data architectures, data warehousing, analytics and reporting, data analysis, data integration and testing, as well as experience in creating and deploying enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services solutions; solid understanding of environmental health-related business practices, solutions and policies; broad experience in leading IT projects in environmental health services and other specialty health-related areas such as communicable diseases, population health, managed care, and financial applications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: In the performance of the work contractors(s) may provide or utilize propriety software or methods to assist in the analysis of data on a large scale.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil service classes are not applicable because the work is intermittent, as-needed and is project-based.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at the present time. As projects are completed, the need for contractors will be reduced.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; Medical Records Clerk 2210; Project Managers series 5502, 5504, 5506, and 5508; Administrative Analyst 1824; and Manager classifications 0923 and 0931.
- C. Are there legal mandates requiring the use of contractual services?

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 02/03/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

Address: 101 Grove St., Rm. 405, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45626-16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Receipt of Modification Request to PSC # 45626 - 16/17 - MODIFICATIONS

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

on behalf of

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

Fri 2/3/2023 3:04 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$9,000,000 for services for the period June 1, 2023

– December 31, 2031. 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/10682>

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

## **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY (PSC FORM 1)

Department: PUBLIC HEALTHDept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 45626 - 16/17)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: As Needed Specialized Information Technology Consulting ServicesFunding Source: General Fund, federal and State grantsPSC Original Approved Amount: \$8,000,000PSC Original Approved Duration: 08/01/17 - 05/31/21 (3 years 43 weeks)PSC Mod#1 Amount: \$3,800,000PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$10,000,000PSC Mod#2 Duration: 06/01/18-05/31/23 (2 years)PSC Cumulative Amount Proposed: \$21,800,000PSC Cumulative Duration Proposed: 5 years 43 weeks**1. Description of Work**

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

Contractor(s) will provide specialized consulting services in the area of information technology. As-needed and intermittent services to include: needs analysis, documentation of status of applications and processes, evaluation of processes and work flow, documentation of technical specifications, project management, enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services, data warehouse and archiving initiatives, applications support, research and preparation of analyses of future state initiatives, documentation of specifications for new applications, and overall project support for interdepartmental clinical data integration initiatives. Focus areas will include systems and applications for: Whole Person Care Initiatives, Population Health, Environmental Health, Communicable Diseases, Prevention, financial systems, clinical systems, ongoing integration initiatives, Electronic Health Record (EHR)-related activities, managed care services, and technology modernization projects.

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

This service is necessary in order for the Department to complete critical information technology projects and to leverage technology to gain efficiencies in the delivery of services to patients, clients and constituents of the Department.

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

Services have been provided in the past through earlier PSC request. See 45626 - 16/17

D. Will the contract(s) be renewed?

Only if there is a continued need and funding.

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

A term extension is needed in order to fully accomplish contract objectives and account for all needed licenses to support the ongoing initiatives covered under the proposed contract.

## 2. Reason(s) for the Request

### A. Display all that apply

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

Explain the qualifying circumstances:

The Department of Public Health is in the process of a major effort to facilitate a transition to a new, single, integrated Electronic Health Record system, a multi-year initiative to modernize the great majority of the Department's existing IT applications, with the goal of providing better integration among units that will result in better services and patient outcomes. While this effort to modernize and integrate applications is ongoing, the Department must continue to provide services to its patients/clients, requiring the use of as-needed and intermittent assistance to ensure that the various projects under this Department-wide effort are completed successfully.

### B. Reason for the request for modification:

This modification will add additional funds and extend the term to account for additional data management services, data warehouse and data archiving initiatives, applications support, clinical data integration initiatives and project support services in support of the San Francisco Department of Public Health Electronic Health Record Project.

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor(s) must have staff with advanced degrees in related fields and 5-7 years or more experience in project management, preferably with Project Management Professional (PMP) and/or Lean Six Sigma certification; experience must include developing project plans, functional and technical requirements, project charters, communication plans, budgeting and other project management artifacts or by-products; experience in data security, privacy and data governance, business requirements, data and data architectures, data warehousing, analytics and reporting, data analysis, data integration and testing, as well as experience in creating and deploying enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services solutions; solid understanding of environmental health-related business practices, solutions and policies; broad experience in leading IT projects in environmental health services and other specialty health-related areas such as communicable diseases, population health, managed care, and financial applications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: In the performance of the work contractors(s) may provide or utilize propriety software

or methods to assist in the analysis of data on a large scale.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because the work is intermittent, as-needed and is project-based.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at the present time. As projects are completed, the need for contractors will be reduced.

**6. Additional Information**

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

No.

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

Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications.

Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; Medical Records Clerk 2210; Project Managers series 5502, 5504, 5506, and 5508; Administrative Analyst 1824; and Manager classifications 0923 and 0931.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification: On 05/16/18, the Department notified the following employee organizations of this PSC/RFP request:**

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



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

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

Address: 101 Grove St., Rm. 405, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45626 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/18/2018

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

Department: PUBLIC HEALTHDept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 45626 - 16/17)

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

Type of Service: As Needed Specialized Information Technology Consulting ServicesFunding Source: General Fund, federal and State grantsPSC Original Approved Amount: \$8,000,000PSC Original Approved Duration: 08/01/17 - 05/31/21 (3 years 43 weeks)PSC Mod#1 Amount: \$3,800,000PSC Mod#1 Duration: no duration addedPSC Cumulative Amount Proposed: \$11,800,000PSC Cumulative Duration Proposed: 3 years 43 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor(s) will provide specialized consulting services in the area of information technology. As-needed and intermittent services to include: needs analysis, documentation of status of applications and processes, evaluation of processes and work flow, documentation of technical specifications, project management, enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services, data warehouse and archiving initiatives, applications support, research and preparation of analyses of future state initiatives, documentation of specifications for new applications, and overall project support for interdepartmental clinical data integration initiatives. Focus areas will include systems and applications for: Whole Person Care Initiatives, Population Health, Environmental Health, Communicable Diseases, Prevention, financial systems, clinical systems, ongoing integration initiatives, Electronic Health Record (EHR)-related activities, managed care services, and technology modernization projects.

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

This service is necessary in order for the Department to complete critical information technology projects and to leverage technology to gain efficiencies in the delivery of services to patients, clients and constituents of the Department.

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

Services have been provided in the past through earlier PSC request. See 45626 - 16/17

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

Only if there is a continued need and funding.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:****2. Reason(s) for the Request**

## A. Display all that apply

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

## Explain the qualifying circumstances:

The Department of Public Health is in the process of a major effort to facilitate a transition to a new, single, integrated Electronic Health Record system, a multi-year initiative to modernize the great majority of the Department's existing IT applications, with the goal of providing better integration among units that will result in better services and patient outcomes. While this effort to modernize and integrate applications is ongoing, the Department must continue to provide services to its patients/clients, requiring the use of as-needed and intermittent assistance to ensure that the various projects under this Department-wide effort are completed successfully.

## B. Reason for the request for modification:

This modification will add additional funds to account for additional integration initiatives and project support services in support of the San Francisco Department of Public Health Electronic Health Record Project.

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

- A. Specify required skills and/or expertise: Contractor(s) must have staff with advanced degrees in related fields and 5-7 years or more experience in project management, preferably with Project Management Professional (PMP) and/or Lean Six Sigma certification; experience must include developing project plans, functional and technical requirements, project charters, communication plans, budgeting and other project management artifacts or by-products; experience in data security, privacy and data governance, business requirements, data and data architectures, data warehousing, analytics and reporting, data analysis, data integration and testing, as well as experience in creating and deploying enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services solutions; solid understanding of environmental health-related business practices, solutions and policies; broad experience in leading IT projects in environmental health services and other specialty health-related areas such as communicable diseases, population health, managed care, and financial applications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: In the performance of the work contractors(s) may provide or utilize propriety software or methods to assist in the analysis of data on a large scale.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because the work is intermittent, as-needed and is project-based.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at the present time. As projects are completed, the need for contractors will be reduced.

**6. Additional Information**

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

No.

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

Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications.

Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; Medical Records Clerk 2210; Project Managers series 5502, 5504, 5506, and 5508; Administrative Analyst 1824; and Manager classifications 0923 and 0931.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 02/08/18, the Department notified the following employee organizations of this PSC/RFP request:

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

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

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

Address: 101 Grove St., Rm. 405, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45626 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/22/2018

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: As Needed Specialized Information Technology Consulting Services

Funding Source: General Fund, federal and State grants

PSC Duration: 3 years 43 weeks

PSC Amount: \$8,000,000

**1. Description of Work**

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

Contractor(s) will provide specialized consulting services in the area of information technology. As-needed and intermittent services to include: needs analysis, documentation of status of applications and processes, evaluation of processes and work flow, documentation of technical specifications, project management, enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services, data warehouse and archiving initiatives, applications support, research and preparation of analyses of future state initiatives, documentation of specifications for new applications, and overall project support for interdepartmental clinical data integration initiatives. Focus areas will include systems and applications for: Whole Person Care Initiatives, Population Health, Environmental Health, Communicable Diseases, Prevention, financial systems, clinical systems, ongoing integration initiatives, Electronic Health Record (EHR)-related activities, managed care services, and technology modernization projects.

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

This service is necessary in order for the Department to complete critical information technology projects and to leverage technology to gain efficiencies in the delivery of services to patients, clients and constituents of the Department.

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

These are new services in support of new projects or initiatives being undertaken by the Department.

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

Only if there is a continued need and funding.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

The Department of Public Health is in the process of a major effort to facilitate a transition to a new, single, integrated Electronic Health Record system, a multi-year initiative to modernize the great majority of the Department's existing IT applications, with the goal of providing better integration among units that will result in better services and patient outcomes. While this effort to modernize and integrate applications is ongoing, the Department must continue to provide services to its patients/clients, requiring the use of as-needed and intermittent assistance to ensure that the various projects under this Department-wide effort are completed successfully.

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

- A. Specify required skills and/or expertise: Contractor(s) must have staff with advanced degrees in related fields and 5-7 years or more experience in project management, preferably with Project Management Professional (PMP) and/or Lean Six Sigma certification; experience must include developing project plans, functional and technical requirements, project charters, communication plans, budgeting and other project management artifacts or by-products; experience in data security, privacy and data governance, business requirements, data and data architectures, data warehousing, analytics and reporting, data analysis, data integration and testing, as well as experience in creating and deploying enterprise Master Patient Index (eMPI) and Master Data Management (MDM) services solutions; solid understanding of environmental health-related business practices, solutions and policies; broad experience in leading IT projects in environmental health services and other specialty health-related areas such as communicable diseases, population health, managed care, and financial applications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: In the performance of the work contractors(s) may provide or utilize propriety software or methods to assist in the analysis of data on a large scale.

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

The services are intermittent, as-needed, project-based services.

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

- A. Explain why civil service classes are not applicable.  
Civil service classes are not applicable because the work is intermittent, as-needed and is project-based.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Not at the present time. As projects are completed, the need for contractors will be reduced.

**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. Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; Medical Records Clerk 2210; Project Managers series 5502, 5504, 5506, and 5508; Administrative Analyst 1824; and Manager classifications 0923 and 0931.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 06/26/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: 101 Grove St., Rm. 405 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45626 - 16/17

DHR Analysis/Recommendation:

action date: 10/02/2017

Commission Approval Required

Approved by Civil Service Commission

10/02/2017 DHR Approved for 10/02/2017



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 47188 - 20/21)

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

Type of Service: Support and Maintenance of Nurse Call Systems Installed at the Department of Public Health

Funding Source: General Fund

PSC Original Approved Amount: \$3,000,000 PSC Original Approved Duration: 06/01/21 - 05/31/25 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 05/16/22-06/30/26 (1 year 4 weeks)

PSC Mod#2 Amount: \$2,240,000 PSC Mod#2 Duration: 04/01/23-06/30/28 (2 years 1 day)

PSC Cumulative Amount Proposed: \$5,240,000 PSC Cumulative Duration Proposed: 7 years 4 weeks

**1. Description of Work**

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

All required maintenance and support for the Nurse Call System at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital. Services will include repairs, maintenance, replacement of defective parts and components, and upgrades to all software and hardware system components. Services will include regular Preventative Maintenance (PM) service to ensure the system is performing in accordance with the published specifications. Services performed during the PM shall include but may not be limited to items such as: creating system backup files, battery checks, inspection and cleaning PC and master station consoles, software maintenance updates and applicable operation checks, rapid response to Critical Error situations, and 24 hours per day, 7 days per week support coverage.

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

Service is necessary for effective provision of nursing in Zuckerberg San Francisco General Hospital (ZSFG) and Laguna Honda Hospital (LHH). Consequences of denial would be an inability to effectively provide nursing and an accompanying severe impact to the quality of health care provided.

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

Services have been provided in the past through earlier PSC request. See 47188 - 20/21

D. Will the contract(s) be renewed?

Yes.

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

The duration is in excess of five years because there will be an on going need to maintain and service the the Nurse Call systems installed at the hospitals. The Nurse Call system is selected and installed when the hospitals were built, so the Nurse Call system is integrated into the day to day operations as well as the facility itself. City employees will continue to have access to obtain knowledge on how to operate a modern fully integrated nurse call system, however the maintenance needs to be performed by the Original Equipment manufacturer or their authorized distributor.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

The Contractor(s) are typically the Original Equipment Manufacturer, authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and/or as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of equipment and software. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems will require information technology applications that may be hosted in the cloud or on premises.

B. Reason for the request for modification:

This modification is to extend the term and increase the amount of the PSC approval in order to execute a new contract for support and maintenance services for the Nurse Call system in use at Zuckerberg San Francisco General.

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

- A. Specify required skills and/or expertise: Services require technical expertise in managing software and hardware for nurse call systems. The Contractor(s) are typically the Original Equipment Manufacturers (OEMs), authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and/or as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of equipment and software.
- B. Which, if any, civil service class(es) normally perform(s) this work? 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; 2846, Nutritionist; 7203, Bldg & Grounds Maint Sprv; 7334, Stationary Engineer; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III; 1094, IT Operations Support Administrator IV; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems may require information technology applications that may be hosted in the cloud or on premises.

### **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.  
Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable. Civil services classes will be working with contractors and will have the opportunity to gain specialized knowledge and skills in the area of Nurse Call systems.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable.

### **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. Department staff will receive training on how to handle certain aspect of the system such as day to day basic maintenance. Staff will primarily be facility personnel and IT professionals.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/13/23, the Department notified the following employee organizations of this PSC/RFP request:  
Stationary Engineers, Local 39; Professional & Tech Engrs, Local 21;

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

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

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

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#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47188 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/20/2023

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

## Receipt of Modification Request to PSC # 47188 - 20/21 - MODIFICATIONS

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

on behalf of

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

Mon 2/13/2023 4:20 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Stan Eichenberger <seichenberger@local39.org>; MRainsford@local39.org <MRainsford@local39.org>; grojo@local39.org <grojo@local39.org>; ewallace@ifpte21.org <ewallace@ifpte21.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; Rossi, Ron (DPH) <ron.rossi@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$2,240,000 for services for the period April 1, 2023

– June 30, 2028. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/18513>

Email sent to the following addresses: L21PSCReview@ifpte21.org  
kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com  
WendyWong26@yahoo.com junko.laxamana@sfgov.org ewallace@ifpte21.org  
grojo@local39.org MRainsford@Local39.org seichenberger@local39.org

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 47188 - 20/21)

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

Type of Service: Support and Maintenance of Nurse Call Systems Installed at the Department of Public Health

Funding Source: General Fund

PSC Original Approved Amount: \$3,000,000 PSC Original Approved Duration: 06/01/21 - 05/31/25 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 05/16/22-06/30/26 (1 year 4 weeks)

PSC Cumulative Amount Proposed: \$3,000,000 PSC Cumulative Duration Proposed: 5 years 4 weeks

**1. Description of Work**

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

All required maintenance and support for the Nurse Call System at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital. Services will include repairs, maintenance, replacement of defective parts and components, and upgrades to all software and hardware system components. Services will include regular Preventative Maintenance (PM) service to ensure the system is performing in accordance with the published specifications. Services performed during the PM shall include but may not be limited to items such as: creating system backup files, battery checks, inspection and cleaning PC and master station consoles, software maintenance updates and applicable operation checks, rapid response to Critical Error situations, and 24 hours per day, 7 days per week support coverage.

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

Service is necessary for effective provision of nursing in Zuckerberg San Francisco General Hospital (ZSFG) and Laguna Honda Hospital (LHH). Consequences of denial would be an inability to effectively provide nursing and an accompanying severe impact to the quality of health care provided.

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

Services have been provided in the past through earlier PSC request. See 47188 - 20/21

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

Yes.

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

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

**A. Display all that apply**

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

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

**Explain the qualifying circumstances:**

The Contractor(s) are typically the Original Equipment Manufacturer, authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and/or as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of

equipment and software. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems will require information technology applications that may be hosted in the cloud or on premises.

B. Reason for the request for modification:

There is an ongoing need for this public health related service.

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

- A. Specify required skills and/or expertise: Services require technical expertise in managing software and hardware for nurse call systems. The Contractor(s) are typically the Original Equipment Manufacturers (OEMs), authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and/or as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of equipment and software.
- B. Which, if any, civil service class(es) normally perform(s) this work? 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; 2846, Nutritionist; 7203, Bldg & Grounds Maint Sprv; 7334, Stationary Engineer; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems may require information technology applications that may be hosted in the cloud or on premises.

**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.  
Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable. Civil services classes will be working with contractors and will have the opportunity to gain specialized knowledge and skills in the area of Nurse Call systems.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable.

**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.  
Department staff will receive training on how to handle certain aspect of the system such as day to day basic maintenance. Staff will primarily be facility personnel and IT professionals.
- 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 05/16/22, the Department notified the following employee organizations of this PSC/RFP request:  
Stationary Engineers, Local 39; Professional & Tech Engrs, Local 21;

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47188 - 20/21

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/27/2022

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: Support and Maintenance of Nurse Call Systems Installed at the Department of Public Health

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$3,000,000

**1. Description of Work**

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

All required maintenance and support for the Nurse Call System at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital. Services will include repairs, maintenance, replacement of defective parts and components, and upgrades to all software and hardware system components. Services will include regular Preventative Maintenance (PM) service to ensure the system is performing in accordance with the published specifications. Services performed during the PM shall include but may not be limited to items such as: creating system backup files, battery checks, inspection and cleaning PC and master station consoles, software maintenance updates and applicable operation checks, rapid response to Critical Error situations, and 24 hours per day, 7 days per week support coverage.

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

Service is necessary for effective provision of nursing in Zuckerberg San Francisco General Hospital (ZSFG) and Laguna Honda Hospital (LHH). Consequences of denial would be an inability to effectively provide nursing and an accompanying severe impact to the quality of health care provided.

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

This service has been provided in the past through the purchase order process administered by the Office of Contract Administration and under professional service contracts.

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

Yes.

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

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

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

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

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

B. Explain the qualifying circumstances:

The Contractor(s) are typically the Original Equipment Manufacturer, authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and/or as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of equipment and software. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems will require information technology applications that may be hosted in the cloud or on premises.

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

A. Specify required skills and/or expertise: Services require technical expertise in managing software and hardware for nurse call systems. The Contractor(s) are typically the Original Equipment Manufacturers (OEMs), authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and/or as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of equipment and software.

B. Which, if any, civil service class(es) normally perform(s) this work? 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; 2846, Nutritionist; 7203, Bldg & Grounds Maint Sprv; 7334, Stationary Engineer; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems may require information technology applications that may be hosted in the cloud or on premises.

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

None. Nurse Call is a service provided by a specific product, not by employee skills or city resources.

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

A. Explain why civil service classes are not applicable.

Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable. Civil services classes will be working with contractors and will have the opportunity to gain specialized knowledge and skills in the area of Nurse Call systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable.

**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. Department staff will receive training on how to handle certain aspect of the system such as day to day basic maintenance. Staff will primarily be facility personnel and IT professionals.

- 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 05/28/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Stationary Engineers, Local 39

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47188 - 20/21

DHR Analysis/Recommendation:

action date: 08/02/2021

Commission Approval Required

Approved by Civil Service Commission

08/02/2021 DHR Approved for 08/02/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 41422 - 17/18)

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

Type of Service: DNA Testing

Funding Source: General Fund

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 07/01/19 - 06/30/23 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/23-06/30/26 (3 years 1 day)

PSC Cumulative Amount Proposed: \$1,000,000 PSC Cumulative Duration Proposed: 7 years 1 day

**1. Description of Work**

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

The San Francisco Police Department (SFPD) Crime Lab requires a contractor to perform as-needed Y-Chromosome Short Tandem Repeat (Y-STR) testing on sexual assault kits to identify male suspects and other as-needed deoxyribonucleic acid (DNA) testing. A contractor will bridge the gaps when caseloads surge or there is insufficient staffing to meet state mandated turnaround time.

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

This service is necessary for Y-STR testing and preventing a backlog of DNA testing cases, including sexual assault kits. If denied, the SFPD may not be able to meet a state mandated 60-day timeline or have access to Y-STR testing services for sexual assault kits. Y-STR testing is seldom used and would be inefficient to maintain as a service at the SFPD Crime Lab.

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

Yes, approved PSC# 41422 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:**

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

**A. Display all that apply**

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

Explain the qualifying circumstances:

Services will help bridge the gap when there are caseload surges.

**B. Reason for the request for modification:**

Extending the duration of contract. Contract amount remains the same.

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

**A. Specify required skills and/or expertise:** An accredited DNA lab with staff who have a complete and thorough knowledge of DNA extraction and testing to perform casework analyses.

- B. Which, if any, civil service class(es) normally perform(s) this work? 8259, Criminalist I; 8260, Criminalist II; 8262, Criminalist III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. A contractor will have additional casework capacity.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil service classes are applicable; however, demand for services can surge and staffing capacity may limit the SFPD Crime Lab's ability to meet state mandated turnaround time.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. A new civil service class is not needed.

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

**7. Union Notification:** On 02/16/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21;

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

Name: Vincent Lee Phone: 4158377127 Email: vincent.lee@sfgov.org

Address: 1245 3rd St., 6th floor, San Francisco, CA 94158

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41422 - 17/18

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 03/20/2023

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [vincent.lee@sfgov.org](mailto:vincent.lee@sfgov.org)  
**To:** [Lee, Vincent \(POL\); ewallace@ifpte21.org; Laxamana, Junko \(DBI\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lee,Vincent(POL);ewallace@ifpte21.org;Laxamana,Junko(DBI);WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;l21pscreview@ifpte21.org;DHR-PSCCoordinator,DHR(HRD))  
**Subject:** Receipt of Modification Request to PSC # 41422 - 17/18 - MODIFICATIONS  
**Date:** Thursday, February 16, 2023 11:56:50 AM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period July 1, 2023 – 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/19933>

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

## **Additional Attachment(s)**



February 10, 2023

Mark Powell  
Crime Lab Manager  
San Francisco Police Department  
1245 – 3<sup>rd</sup> Street, Bldg 606  
San Francisco, CA 94158  
[Mark.Powell@sfgov.org](mailto:Mark.Powell@sfgov.org)

RE: Contract Number: 41422-17/18  
**Price Adjustment Request**

Dear Mr. Powell,

Bode appreciates the long-standing relationship it has had with the San Francisco Police Department. In connection with the upcoming contract renewal, Bode respectfully submits a request to renew and adjust pricing. The price adjustment requested, attached as Exhibit A, is due to the unprecedented increases in expenses Bode has experienced since the Contract was executed in 2019. Additionally, in Exhibit B, we have included additional services that may be of interest to your department.

Please let me know if you have any questions. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Cariola", is written over a horizontal line.

Michael Cariola  
President & CEO

# **Exhibit A**

	Cost: 5 Day Turnaround	Cost: 10 Day Turnaround	Cost: 15 Day Turnaround	<b>2023 Pricing</b>
<b>Section 1. Screening/Serology Testing</b>				
1. Swab Cutting	300% surcharge	150% surcharge	100% surcharge	\$485 per item
2. SART Kit screening				Call for quote
3. Screening of small items (<8.5"X11")	300% surcharge	150% surcharge	100% surcharge	\$485 per item
4. Screening of large items (>8.5"X11")	300% surcharge	150% surcharge	100% surcharge	\$375 per hour
<b>Section 2. DNA Testing</b>				
5. Globalfiler Testing of non-differential extracted evidence samples	300% surcharge	150% surcharge	100% surcharge	\$1,545
6. Globalfiler Testing of differential extracted evidence samples	300% surcharge	150% surcharge	100% surcharge	\$1,795
7. Globalfiler Testing of Reference Samples	300% surcharge	150% surcharge	100% surcharge	\$910
8. Y-STR (evidence or reference)	300% surcharge	150% surcharge	100% surcharge	Evidence: \$1,795 Reference: \$910
<b>Section 3. Trial Support Services</b>				
9. Standard Discovery Package				\$375 per hour
10. Expanded Discovery Package				\$375 per hour
11. Pre-trial conference and/or testimony not requiring travel				\$375 per hour
12. Pre-trial conference and/or testimony requiring travel (Includes policy regarding discovery packages for California courts)				\$2,300 per day plus travel expenses

## **Exhibit B**

**Note: prices subject to change annually**

<b><i>Forensic Genetic Genealogy</i></b>			
F20G01	External Case Review (for cases not tested by Bode)	Per Case	\$0
F20G02	DNA Extraction & Sample Quality Verification	Per Sample	\$1,400
F20G03	Microarray SNP Testing and Screening-Single Source	Per Sample	\$2,400
F20G05	Microarray SNP Testing and Screening-Mixtures	Per Sample	\$3,850
F20G04	Genome Sequencing and Screening - Single Source	Per Sample	\$6,100
G22G16	Genome Sequencing and Screening Degraded and Skeletal Remains	Per Sample	\$6,400
G22G17	Genome Sequencing and Screening Mixtures	Per Sample	\$7,900
F20G06	Forensic Genealogy Investigation (10-15 hours)	Per Case	\$3,950
F20G07	Forensic Genealogy Investigation (Hourly)	Per Hour	\$395
F20G11	Planned Testing (Buccal)	Per Sample	\$845
G22G20	Planned Testing non-Buccal sample	Per Sample	\$2,050
F20G12	Confirmation Testing	Per Sample	\$1,285
G22G18	FTDNA upload (when needed)	Per Sample	Included (\$700 if providing SNP profile)
G22G19	GEDmatch upload (when needed)	Per Sample	Included (\$700 if providing SNP profile)
F20G08	Y-STR Surname Search – Phase I – Existing Profile	Per Sample	\$800
F20G09	Y-STR Surname Search – Phase I – Haplotype/Ethnicity Report (new Y-STR profile)	Per Sample	\$950
F20G10	Y-STR Surname Search – Phase II Database Search	Per Sample	\$1,445
G19G08	Ongoing Monitoring	Per Case	No Charge

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL

Dept. Code: POL

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

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

Type of Service: DNA Testing

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$1,000,000

**1. Description of Work**

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

The San Francisco Police Department (SFPD) Crime Lab requires a contractor to perform as-needed Y-Chromosome Short Tandem Repeat (Y-STR) testing on sexual assault kits to identify male suspects and other as-needed deoxyribonucleic acid (DNA) testing. A contractor will bridge the gaps when caseloads surge or there is insufficient staffing to meet state mandated turnaround time.

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

This service is necessary for Y-STR testing and preventing a backlog of DNA testing cases, including sexual assault kits. If denied, the SFPD may not be able to meet a state mandated 60-day timeline or have access to Y-STR testing services for sexual assault kits. Y-STR testing is seldom used and would be inefficient to maintain as a service at the SFPD Crime Lab.

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

PSC 49198-13/14

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:

Services will help bridge the gap when there are caseload surges.

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

A. Specify required skills and/or expertise: An accredited DNA lab with staff who have a complete and thorough knowledge of DNA extraction and testing to perform casework analyses.

B. Which, if any, civil service class(es) normally perform(s) this work? 8259, Criminalist I; 8260, Criminalist II; 8262, Criminalist III;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes. A contractor will have additional casework capacity.

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

The SFPD Crime Lab is constantly recruiting and filling positions; however, demand for services frequently outpaces hiring and recruitment process.

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

- A. Explain why civil service classes are not applicable.  
Civil service classes are applicable; however, demand for services can surge and staffing capacity may limit the SFPD Crime Lab's ability to meet state mandated turnaround time.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. A new civil service class is not needed.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Training is not 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 05/31/2018, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: Genie Wong San Francisco, CA 94158

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41422 - 17/18

DHR Analysis/Recommendation:  
Commission Approval Required  
09/17/2018 DHR Approved for 09/17/2018

action date: 09/17/2018  
Approved by Civil Service Commission





San Francisco Public Works  
General – Director's Office  
49 South Van Ness Ave., Suite 1600  
San Francisco, CA 94103  
(628) 271-3160 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 206986**

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS  
AWARD OF CONTRACT**

**Contract ID:** 1000026403

**Contractor:** RossDrulisCusenbery Architecture, Inc.  
18294 Sonoma Highway  
Sonoma, CA 95476

RossDrulisCusenbery Architecture, Inc. has been awarded a contract contingent upon approval by the Board of Supervisors as the **Executive Architect** to lead an **Architectural and Engineering Team for a New Fire Training Facility**.

Total Contract Amount shall not exceed **\$17,000,000**. The contract duration shall have an original term of five (5) years. The City, at its sole and absolute discretion, shall have options to extend the term for a total of seven (7) years. Payment will be made upon submission of approved invoices based upon work performed satisfactorily.

Contractor shall indemnify, to name as additional insureds, and hold harmless the City & County of San Francisco, its officers, its agents and employees. Contractor shall also furnish certificates of insurance directly protecting himself, any subcontractors and the City of County of San Francisco as follows:

Commercial General Liability (Bodily injury and property damage) – \$1M Single Limit/ \$2M General Aggregate  
Commercial Automobile Liability (Bodily injury and property damage) – \$1M Single limit  
Workers' Compensation; Employers Liability – \$1M per Claim  
Professional Liability – \$12M per Claim

Board of Supervisors Approval: Pursuant to Sec.9118 (b), the contract amount of more than ten million is contingent upon the approval of Board of Supervisors, by resolution.

***San Francisco Public Works shall issue a Notice to Proceed authorizing the Consultant to begin work. The Notice to Proceed will be issued upon the full execution of the contract and once funding has been certified.***

Funding Source: Fund ID: 15514 | Dept ID: 229787 | Authority ID: 21566 | Project ID: 10037583 | Account ID: 527010

DISTRIBUTION: Michael B. Ross (mross@rdcarchitecture.com), RDC; Charles Higuera (Charles.Higuera@sfdpw.org), Kelly Griffin (kelly.griffin@sfdpw.org) Allison Chan (allison.n.chan@sfdpw.org); Selormey Dzikunu Contract Monitoring Division (Selormey.Dzikunu@sfgov.org); San Francisco Public Library (SFDocs@sfpl.org); Office of Economic and Workplace Development (employer.services@sfgov.org; Lowell.Rice@sfgov.org)

X

DocuSigned by:

*Alameida, Ronald*

Alameida, Ronald

Deputy Director & City Architect

X

DocuSigned by:

*Bruce Robertson*

Robertson, Bruce

Deputy Director, Finance & Administration

X DocuSigned by:  
*Carla Short*  
073CF73A4EA6486...

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Short, Carla  
Interim Director of Public Works



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 230939

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Scott Moran	628-271-2838
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
DPW Public Works - Building Design & Constr	scott.moran@sfdpw.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> RossDrulisCusenbery Architects, Inc.	<b>TELEPHONE NUMBER</b> 707-996-8448 x116
<b>STREET ADDRESS (including City, State and Zip Code)</b> 18294 Sonoma Highway, Sonoma, CA 95476	<b>EMAIL</b> mross@rdcarchitecture.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 230939
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Not to Exceed \$14,100,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Architecture and engineering services for the design and construction of a new Fire Training Facility for the San Francisco Fire Department, consisting of multiple buildings and structures on an 8-acre site at 1236 Carroll Avenue.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Ross	Michael	Other Principal Officer
2	Cusenbery	Mallory	Other Principal Officer
3	Abercrombie Creative LLC		Subcontractor
4	AR Green Consulting		Subcontractor
5	BKF Engineers		Subcontractor
6	Charles M Salter Assoc Inc		Subcontractor
7	Clearstory Inc		Subcontractor
8	Cumming Mgmt Group Inc		Subcontractor
9	Emily Borland Specificatio		Subcontractor
10	Guidepost Solutions LLC		Subcontractor
11	Jensen Hughes Inc		Subcontractor
12	Kuth Ranieri Architects		Subcontractor
13	NBA Engineering Inc		Subcontractor
14	Niteo California LLC		Subcontractor
15	Pannu Larsen McCartney		Subcontractor
16	P2S Inc		Subcontractor
17	RDH Building Science Inc		Subcontractor
18	Sato & Joson Engineers		Subcontractor
19	Stearns Conrad & Schmidt		Subcontractor

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Syska Hennessy Group		Subcontractor
21			
22			
23			
24			
25			
26			
27			
28			
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38			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board

**From:** [Conine-Nakano, Susanna \(MYR\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Paulino, Tom \(MYR\)](#); [Schneider, Ian \(DPW\)](#)  
**Subject:** Mayor -- Resolution -- Agreement for Fire Training Facility  
**Date:** Tuesday, September 5, 2023 4:49:56 PM  
**Attachments:** [Mayor -- Resolution -- Agreement for Fire Training Facility.zip](#)

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Hello Clerks,

Attached for introduction to the Board of Supervisors is a Resolution authorizing the Director of Public Works to execute a professional services agreement for the design of the new SFFD Fire Training Facility under the Earthquake Safety and Emergency Response bond program, not to exceed \$14,100,000.

Best,  
Susanna

Susanna Conine-Nakano  
Office of Mayor London N. Breed  
City & County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 200  
San Francisco, CA 94102  
415-554-6147