

CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22)

Refer to Civil Service Commission Procedure for Staff - Submission of Written Reports for Instructions on Completing and Processing this Form

1.	Civil Service Commi	ssion Register Number:
2.	For Civil Service Co.	mmission Meeting of: August 11 th , 2025
3.	Check One:	X Ratification Agenda Consent Agenda Regular Agenda
		Human Resources Directors Report
4.	Subject: Review of R	Request of Approval of Proposed Personal Services Contracts
5.	Recommendation: Re	eview & Approve
6.	Report prepared by:	DHR on Behalf of CSC Telephone number:
7.	Notifications:	(Attach a list of the person(s) to be notified in the format described in IV. Commission Report Format -A).
8.	Reviewed and approv	ved for Civil Service Commission Agenda:
	Human Resou	arces Director:
		Date:
9.	•	ime-stamped copy of this form and person(s) to be notified ong with the required copies of the report to:
		Commission Avenue, Suite 720
10.	1 1	orm in the ACSC RECEIPT STAMP≅ g the time-stamp in the CSC Office. CSC RECEIPT STAMP
Attach	nment	
CSC-22	(11/97)	

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PSC Requests Scheduled for Hearing - 8/11/2025

PSC Number	Department	Approval Type	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
DHRPSC0005511	АБМ	New	\$350,000.00	\$350,000.00	Digital & Data Services requires comprehensive translation services and translation technology, including but not limited to translation proxy, connectors and multilingual content management systems to provide translated content for the City's websites. There are currently over 300 agencies on SF.gov, the City's website platform, and Digital & Data Services anticipates onboarding a handful more in 2025. All City websites require human translations of vital information in the Core Languages (Traditional Chinese, Filipino, Spanish, Russian and Vietnamese) to deliver cultural adaptation of city websites, translating content elements in a culturally appropriate way, and providing a clear message. Translation must also include localization, adapting and customizing the sites to be easily understood and navigated by Limited English Proficient (LEP) constituents. The desired website localization skillset revolves around rendering content for our user interface, as well as cultural adaptation. Translators, reviewers, and localization project managers should possess the knowledge necessary to appropriately localize content from SF.gov and San Francisco's housing portal, DAHLIA. Localization teams must have expertise in localization management systems, translation memory and glossary development tools.	24	24	2025-08-11	Amanda Wentworth
DHRPSC0004985 - v0.01	AIR	New	\$29,000,000.00	\$29,000,000.00	The Contractor will provide as-needed airport planning work to support core aviation operations and capital projects at San Francisco International Airport (SFO). The scope of work includes, but is not limited to (1) conduct aviation demand analysis and forecasting, (2) assist in developing airfield and aircraft capacity management programs, (3) plan passenger terminals, aprons, servicing infrastructure, and airport access systems in compliance with regulations, (4) conduct	09	09	2025-08-11 14:00:00	Cynthia Avakian

PSC Number	Department	Approval Type	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
					simulation modeling to assess passenger, baggage, airfield, airspace, and ground access system performance, (5) collect and analyze airspace data according to Federal Aviation Administration (FAA) regulations and update the Airport Layout Plan, (6) provide planning support for airport land use, (7) assist in the development of project or program implementation and phasing plans, (8) perform technical noise analysis and evaluate operational impacts, according to relevant federal and state regulations, (9) perform system planning and technical evaluation for the Airport's AirTrain automated people mover, (10) collaborate with stakeholders and government entities to conduct regional aviation system planning, (11) analyze new aviation technologies, and (12) coordinate with the FAA on regulatory implementation.				
DHRPSC0005362 - v0.01	AIR	New	\$2,200,000.00	\$2,200,000.00	The Contractor will design, implement, and facilitate the Airport-wide guest and staff surveys at the San Francisco International Airport (Airport), to assess passenger and staff satisfaction, as well as the quality of Airport's facilities and services. The Contractor shall be responsible for fieldwork planning, data collection, questionnaire management, analysis, and presenting the objective results to Airport senior staff. In addition, the Contractor will perform all fieldwork services in accordance with a leading global recognized program that helps airports measure and improve passenger satisfaction and service quality, including specific guidelines for fieldwork frequency, weekday surveying, distribution of surveys and completion rate.	09	09	2025-08-11 14:00:00	Cynthia Avakian
DHRPSC0005164 - v0.01	DPH	New	\$4,800,000.00	\$4,800,000.00	Contractor will provide general program administration services, financial management and reporting, performance and quality management, management of subcontractor agreements, and as-needed recruitment, onboarding and human resource management. Contractor will also staff public health positions specific to achieving the goals of the Community Health Equity and Promotion (CHEP) programs.	48	48	2025-08-11 14:00:00	Reanna Albert

PSC Number	Department	Approval Type	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
DHRPSC0005426 - v0.01	НАО	New New	\$25,000,000.00	\$25,000,000.00	The Crisis Stabilization Unit (CSU) provides short-term crisis stabilization services lasting less than 24 hours. The CSU provides comprehensive psychiatric evaluation, therapeutic intervention, medication support, and discharge planning. The multidisciplinary team works closely with families and partner agencies to stabilize youth and connect them with ongoing care. Services are delivered using evidence-based practices, along with de-escalation strategies. When discharge barriers arise - such as unavailable placements or caregiver delays - staff coordinate with caregivers, county services, and hospitals to find appropriate solutions. If youth camnot safely return home or to a community setting, they may be referred to the HD program or, when necessary, transferred to impatient care under a WIC (Welfare and Institutions Code) 5585 hold. The Hospital Diversion (HD) program provides short-term, 24/7 residential ideation, aggression, or significant family distress. HD offers intensive clinical support serving as either an alternative to psychiatric hospitalization or a step-down from inpatient care. Services include comprehensive psychiatric and traumaniformed assessments, medication evaluation and management, family support, and skillbuilding interventions to help youth stabilize and safely return to home or community-based settings. It includes an option for limited number of youth to step down to a partial hospital program where they have programming Monday through Friday but do not stay overnight and on weekends.	09	09	2025-08-11	Reanna
DHRPSC0005440 - v0.01	DРH	New	\$53,000,000.00	\$53,000,000.00	Provide residential services in a community setting for adults and older adults with serious and persistent mental illness or other behavioral health needs who may also have chronic medical conditions and/or cognitive	36	36	2025-08-11	Reanna Albert

PSC Number	Department	Approval Tvpe	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
					impairments or dementia. Services include meals, assistance with activities of daily living, medication support, daily activities that may include social and vocational rehabilitation, housekeeping, access to medical care, and administration/program management. Facility operators will provide residential support for individuals who recently completed a treatment program and are waiting for independent housing, as well as individuals – including people experiencing homelessness – who need support, supervision, and/or socialization to maintain housing stability. The services must be provided in a facility that is licensed by the Department of Social Services Community Care Licensing in compliance with California Code of Regulations, Title 22, Division 6,				
DHRPSC0005510 - v0.01	DРН	New	\$2,000,000.00	\$2,000,000.00	Provide ongoing maintenance and upkeep of the Building Management System in use at Laguna Honda Hospital, which is called Metasys, manufactured by Johnson Controls. Metasys controls various pieces of mechanical and electrical equipment throughout the hospital. Services included under this PSC are planned inspections, preventative maintenance, parts and labor for as-needed repairs, systems modifications, software and hardware support and updates, and various other associated services.	09	09	2025-08-11	Reanna Albert
DHRPSC0005513 - v0.01	DPH	New	\$4,000,000.00	\$4,000,000.00	Provide ongoing maintenance and upkeep of the Security System at Laguna Honda Hospital, manufactured by Johnson Controls. The system includes access control points, CCTV devices for security monitoring purposes, and various pieces of mechanical and electrical equipment throughout the hospital. Services include comprehensive care and repair for Access Control Field Equipment, including card readers, access control system, locking hardware, power supplies, motion detectors, locking doors, airphone security intercommunications systems intercoms and switches, access control head-end, panels, and power supplies, servers and software, security workstations and monitors, controller checks, door controllers, standby power supply batteries, controller expansion enclosures, hierschulion CCTV cameras, exterior housing,	09	09	2025-08-11 14:00:00	Reanna

	Department	Approval Type	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
					integrated PTZ (pan, tilt, and zoom) domes, batteries, video servers and storage, video surveillance network switches, workstations, and monitors, power supplies, duress buttons, emergency call station equipment, and other hardware and software upgrades and repairs needed for various other security related items.				
DHRPSC0005326 - v0.01	*	New	\$16,000,000.00	\$16,000,000.00	Provide independent professional consulting services for Green Building, Leadership in Energy and Environmental Design (LEED) certification of building projects on As-needed basis. Services may include: circular construction, deconstruction, building energy engineering and design, as well as post-construction services, such as building monitoring, commissioning, retrocommissioning, and performance optimization for City projects.	84	84	2025-08-11 14:00:00	Belle Macaranas
DHRPSC0005496 DPW - v0.01	N	New	\$1,650,000.00	\$1,650,000.00	Software implementation, hosting/licensing and support services for cloud-based permit and inspection system. Implentation includes, customization/ configuration of the solution, integration with existing systems, data migration, and training.	108	108	2025-08-11 14:00:00	Belle Macaranas
DHRPSC0005564 ECN - v0.01	7	New	\$1,000,000.00	\$1,000,000.00	Areas of service will vary under each contract awarded under this authorization, and may include, but are not limited to: SERVICE AREA 1: FISCAL ANALYSIS Work analyzing the expected revenue, employment, or overall spending impact of alternative state or local tax, fee, and/or other types of public financing; or Performing tax or fee revenue forecast for local governments. Revenues forecasted may include but are not limited to property taxes, business taxes, sales taxes, impact fees and/or other local taxes or fees. SERVICE AREA 2: REAL ESTATE ANALYSIS	24	45	2025-08-11 14:00:00	Jenny Collins

PSC Number	Department	Approval Type	New Amount	Cumulative Amount	Description 1	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
					Identifying potentially appropriate uses for a given parcel, based on a review of market conditions and trends, knowledge of development, financing practices and conditions, public benefit and infrastructure requirements, and/or other relevant parameters; or				
					Estimating the costs of development, operation, and/or maintenance associated with proposed development projects; or				
					Performing pro-forma analysis of a development scheme, including multi-year cash flow analysis or land residual analysis, or				
					Reviewing development proposals and advised in the selection of a developer; or				
					Reviewing and analyzing business terms and developed counter-proposals for complex real estate transactions; or				
					Researching and analyzing market conditions and trends; or				
					Determining the fiscal impacts of alternate development proposals; or				
					Performing nexus studies for impact fees; or				
					Performing economic analysis of urban housing markets; or				
					Assessing the feasibility of different development finance tools or structures; or				
					Performing stakeholder research that was used to inform the evaluation of a proposed development project or development tool's feasibility, and/or informing the evaluation of an ownership structure, potential partnership, proposed tenant/user, or organizational structure's feasibility.				
					Work may be relative to any land use or product type, including but not limited to market rate and affordable housing, commercial, hospitality and other tourismrelated land uses, special event-related land				

PSC Number	Department	Approval Type	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
					uses, athletic facilities, parks and other public spaces, industrial, civic, institutional, or infrastructure.				
					SERVICE AREA 3: INCLUSIONARY HOUSING FEASIBILITY ANALYSIS				
					Firms may be prequalified for work based on experience that:				
					a. Built residual land value models of marketrate housing pro-forma models to estimate project feasibility under different assumptions of inclusionary housing requirements.				
					b. Modeled the impact of changing inclusionary housing requirements on housing production levels.				
					c. Modeled the impact of changing inclusionary housing limits on the financial feasibility of market-rate housing prototypes.				
					d. Recommended inclusionary housing levels to a local government based on feasibility analysis.				
					SERVICE AREA 4: ECONOMIC DEVELOPMENT STRATEGY				
					Developing an economic strategy that analyzed neighborhood, city, or regional economic composition and performance, the structure and competitiveness of an industry or industry clusters, local factor conditions, and best practices in local economic development policy areas; or				
					Conducting retail sales surplus and leakage analysis; or				
					Performing quantitative or qualitative market research in neighborhoods to inform economic development strategy recommendations; or				
					Performing follow-up activities to implement				

PSC Number	Department	Approval Type	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
					recommended programs and strategies resulting from any of the three tasks listed above. SERVICE AREA 5: ECONOMIC RESEARCH				
					Preparing and implementing survey or interview research designs concerning business and consumer behavior; or Performing econometric analysis of statistical				
					data related to urban policy issues.				
DHRPSC0005353	PUC	New	\$7,700,000.00	\$7,700,000.00	The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco ("City"), seeks to retain the services of a qualified Proposer to provide construction management (CM) staff augmentation services for the new SEP-7 Operations, Engineering, and Maintenance Buildings Project ("Project"). As part of the SPFUC's Sewer System Improvement Program (SSIP), a multibillion-dollar capital program, and more specifically as a part of the Southeast Water Pollution Control Plant (SEP), the SFPUC seeks to transform the SEP by developing adequate facilities to meet operating needs and creating a long-term plan to maximize the value of Wastewater Enterprise (WWE) assets. The Project work includes demolition of the existing building and the adjacent parking lot, construction of two new operations, engineering, and maintenance (OEM) buildings. The CM staff augmentation services required for the Project include, but are not limited to, expertise in construction sequencing, trade package sequencing, construction sequencing, trade package sequencing, construction sequencing, trade package sequencing, construction techniques such as hazardous material abatement, steel framework inspection, structural steel welding, concrete formwork and reinforced concrete inspections, building commissioning, construction safety, etc.	04	04	2025-08-11	Shawndrea
TOTALS:			\$146,700,000.00	\$146,700,000.00					

Department Summary

Department	New Count	Amendment Count	Total New Amount	Total Cumulative Amount
ADM	1	0	\$350,000.00	\$350,000.00
AIR	2	0	\$31,200,000.00	\$31,200,000.00
DPH	5	0	\$88,800,000.00	\$88,800,000.00
DPW	2	0	\$17,650,000.00	\$17,650,000.00
ECN	1	0	\$1,000,000.00	\$1,000,000.00
PUC	1	0	\$7,700,000.00	\$7,700,000.00
Column Total	12	0	\$146,700,000.00	\$146,700,000.00

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PSC Requests Scheduled for Hearing - 8/11/2025

PSC Number	Department	Approval Type	New Amount	Cumulative Amount	Description	New Duration	Cumulative Duration	Hearing Date	Dept. PSC Coordinator
DHRPSC0001915 - v2.01	ADM	Amendment	\$930,000.00	\$3,180,000.00	Contractors shall provide set-up/installation and break-down services of barricades, fencing, and other crowd and traffic safety equipment that are rented, and at times, may be purchased by City departments, to ensure public safety during various special events (e.g., Pride Parade, Warriors championship parade, Fleet Week) and for other circumstances, including street/ sewer paving and repair, vehicular accidents, etc. that require temporary crowd and/or traffic safety control measures.	0	72	2025-08-11 14:00:00	Lynn Khaw
DHRPSC0001978 - v1.01	PUC	Amendment	Amendment \$20,770,000.00	\$36,670,000.00	Original coordinator's email: shale@sfwater.org. This contract entails the processing of Class B biosolids into Class A biosolids. Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503, the federal regulations which govern biosolids. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. New regulations stemming from SB 1383 restrict the use of biosolids used as cover material in landfills. Alternative, non-landfill uses for biosolids are needed and Contract 63002 ensures there is a management option for biosolids during certain parts of the year.	21	84	2025-08-11	Shawndrea Hale
DHRPSC0003545 - v1.01	PUC	Amendment	\$2,640,422.00	\$7,640,422.00	The City seeks to extend the services of a qualified Proposer Langan CA, Inc. to design, code, implement, and manage the existing Stormwater Data Management System that was built by Langan CA, Inc. under the contract and make modifications to the CC&B system and provide integration services to implement the Stormwater charge.	36	120	2025-08-11 14:00:00	Shawndrea Hale
TOTALS:			\$24,340,422.00	\$47,490,422.00					

7/28/2025, 10:00 AM

Department Summary

Department	New Count	Amendment Count	Total New Amount	Total Cumulative Amount
ADM	0	1	\$930,000.00	\$3,180,000.00
PUC	0	2	\$23,410,422.00	\$44,310,422.00
Column Total	0	3	\$24,340,422.00	\$47,490,422.00

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7/28/2025, 10:00 AM

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: ADM **ServiceNow Number:** DHRPSC0005511

Submitted By: Amanda Wentworth **Version:** 0.01

Department Coordinator: Amanda Wentworth, Version Type: New

Amanda.Wentworth@sfgov.org **Project Manager:** Joanne Zhou

Brief description of proposed work: Digital & Data Services requires comprehensive translation services and translation technology to support the translation of all SF.gov websites. The San Francisco Language Access Ordinance (LAO) mandates that City departments provide language access services including translation of certain vital documents, which may include but are not limited to: applications for programs, benefits, or services; written notices of rights to, eligibility for, award of, or denial of benefits or services; complaint forms; and materials explaining a Department's services or programs. These services are necessary in order for us to provide human translated content on SF.gov for our Limited English Proficiency communities.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$350,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 24

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Digital & Data Services requires comprehensive translation services and translation technology, including but not limited to translation proxy, connectors and multilingual content management systems to provide translated content for the City's websites. There are currently over 300 agencies on SF.gov, the

City's website platform, and Digital & Data Services anticipates onboarding a handful more in 2025. All City websites require human translations of vital information in the Core Languages (Traditional Chinese, Filipino, Spanish, Russian and Vietnamese) to deliver cultural adaptation of city websites, translating content elements in a culturally appropriate way, and providing a clear message. Translation must also include localization, adapting and customizing the sites to be easily understood and navigated by Limited English Proficient (LEP) constituents. The desired website localization skillset revolves around rendering content for our user interface, as well as cultural adaptation. Translators, reviewers, and localization project managers should possess the knowledge necessary to appropriately localize content from SF.gov and San Francisco's housing portal, DAHLIA. Localization teams must have expertise in localization tools and technology including translation management systems, translation memory and glossary development tools.

Why are these services required and what are the consequences of denial?: Language access for LEP individuals is mandated by federal, state and local law. For immigrant and newcomer communities, language access is a civil right and one of the key paths to full and meaningful participation in a democracy. The San Francisco Language Access Ordinance (LAO) mandates that City departments provide language access services including translation of certain vital documents, which may include but are not limited to: applications for programs, benefits, or services; written notices of rights to, eligibility for, award of, or denial of benefits or services; complaint forms; and materials explaining a Department's services or programs. These services are necessary in order for us to provide human translated content on SF.gov for our Limited English Proficiency communities. Denial would mean non-compliance of the Digital Accessibility and Inclusion Standard (DAIS). This means that nearly 20% of San Franciscans would be unable to access vital information in their dominant language.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 1

Why have you not hired City employees to perform the services?: The City does not employ any full-time in-house translators. Even if it did, translators are not the only element needed for translation work. Translation must also include localization: adapting and customizing websites to be easily understood and navigated by Limited English Proficient (LEP) constituents. A translation management system (TMS) would also be required to provide consistent and efficient services to the entire City. The City does have staff that manage website translations, ensure compliance with LAO and ensure services are accurately delivered to the City. However, it is not feasible for the City to undertake the industrial load of work to provide City wide website translations, website localization, and translation asset management.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Department

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

Nc

Q2 - Does performing these services cause a conflict of interest?: No

Q3 - Are these proprietary services City is not authorized to do?: No

Q4 - Does City lacks necessary facilities/equipment?: No

Q5 - Are the services required on a temporary basis or on a long-term basis?: Long-term Basis

Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: No

Q5b) Do the services require specialized expertise, knowledge experience?: Yes

Q5b1) Describe the specialized skills and expertise required to perform the services:

Services are required to provide comprehensive translation services and translation technology to support the translation of all SF.gov websites. Specialized skills include the ability to perform human translation into a minimum of the current Core Language: Traditional Chinese, Filipino, Spanish, Russian and Vietnamese. Providers must also be able to provide a translation management system (TMS) to ensure consistent and efficient translations for all City's websites and vital documents across all City departments. Translation must also include localization: adapting and customizing websites to be easily understood and navigated by Limited English Proficient (LEP) constituents. The desired website localization skillset revolves around rendering content for our user interface, as well as cultural adaptation. Translators, reviewers, and localization project managers must possess the knowledge necessary to appropriately localize content from SF.gov and San Francisco's housing portal, DAHLIA.

Q5c) Does City have classifications with the required specialized skills or expertise?: No

Q5c1) Should City develop a classification to perform these services?: No

Q5c2) Explain why new a job classification is not feasible: The City does not employ any full-time in-house translators. Even if it did, translators are not the only element needed for translation work. Translation must also include localization: adapting and customizing websites to be easily understood and navigated by Limited English Proficient (LEP) constituents. Translators, reviewers, and localization project managers must possess the knowledge necessary to appropriately localize content from SF.gov and San Francisco's housing portal, DAHLIA. A translation management system (TMS) would also be required to provide consistent and efficient services to the entire City. Designing, creating, and managing a translation management system (TMS) in addition to providing translation services and localization is an industry and not something that could be completed by a single classification.

Q5d) Will contractor directly supervise City employees?: No

Q5e) Will contractor train City employees?: No

Q5e1) Explain why training of City employees is not required: The City does not employ any full-time in-house translators. Even if it did, translators are not the only element needed for

translation work. Translation must also include localization: adapting and customizing websites to be easily understood and navigated by Limited English Proficient (LEP) constituents. A translation management system (TMS) would also be required to provide consistent and efficient services to the entire City. This is not something City staff can undertake.

Q5f) Is there a plan to transition this work back to the City?: No

Q5f1) Explain why the work will not be transitioned back to the City: The City does not employ any full-time in-house translators. Even if it did, translators are not the only element needed for translation work. Translation must also include localization: adapting and customizing websites to be easily understood and navigated by Limited English Proficient (LEP) constituents. A translation management system (TMS) would also be required to provide consistent and efficient services to the entire City. The City does have staff that manage website translations, ensure compliance with LAO and ensure services are accurately delivered to the City. However, it is not feasible for the City to undertake the industrial load of work to provide City wide website translations, website localization, and translation asset management.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 1842 - Management Assistant, 9976 - Technology Expert I **Labor Unions:** 021 - Prof & Tech Eng, Local 21, 790 - SEIU, Local 1021, Misc

Labor Union Email Addresses: L21pscreview@ifpte21.org, PSCreview@seiu1021.org

Union Review Sent On: 7/9/2025 **Union Review End Date:** 7/19/2025

Union Review Duration Met On: 7/19/2025

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

ructions:

Step 1: Download and save this template to your desktop.

Step 2: Complete the fields below.

Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

contracts executed by your department for the services now being requested with this PSC submission. The list of contracts should be limited to those executed within the last three years, measured from the date of the PSC submission. The Commission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other. other contracts.

Other than completing the blank fields below and adding row at the bottom, do not change or alter this template.

Digitial and Data Services

DDS

Dept Acronym: Dept Name:

PSC Coordinator Name:		Amanda Wentworth	worth		
PSC Coordinator Email:	r Email:	amanda.wentworth@sfgov.org	orth@sfgov.org		
PSC ServiceNow Record No.:	v Record No.:	DHRPSC0005511	11		
		Contract	þ	PSC ServiceNow Record Number (if PSC approval	Brief Description of Services Rendered
PS Contract ID PO: 499180 PO: 821967	Start Date Ei 2/5/2021 N/A	End Date N/A	Amount \$ 322,295	322,295 Local 21 via CIO/Requisition Review	was obtained) Local 21 via Translation services and translation technology were obtained previoulsy via the Tech Market Place under Purc CIO/Requisition Review 821967 & 499180. Local 21 review was secured as part of the requisition process requirements.

rchase Orders

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: AIR **ServiceNow Number:** DHRPSC0004985

Submitted By: Alfy Wong **Version:** 0.01

Department Coordinator: Cynthia Avakian, **Version Type:** New

cynthia.avakian@flysfo.com **Project Manager:** Ernest Choi

Brief description of proposed work: As-Needed Airport Planning Services

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$29,000,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 60

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: The Contractor will provide as-needed airport planning work to support core aviation operations and capital projects at San Francisco International Airport (SFO). The scope of work includes, but is not limited to (1) conduct aviation demand analysis and forecasting, (2) assist in developing airfield and aircraft capacity management programs, (3) plan passenger terminals, aprons, servicing infrastructure, and airport access systems in compliance with regulations, (4) conduct simulation modeling to assess passenger, baggage, airfield, airspace, and ground access system performance, (5) collect and analyze airspace data according to Federal Aviation Administration (FAA) regulations and update the Airport Layout Plan, (6) provide planning support for airport land use, (7) assist in the development of project or program implementation and phasing plans, (8) perform technical

noise analysis and evaluate operational impacts, according to relevant federal and state regulations, (9) perform system planning and technical evaluation for the Airport's AirTrain automated people mover, (10) collaborate with stakeholders and government entities to conduct regional aviation system planning, (11) analyze new aviation technologies, and (12) coordinate with the FAA on regulatory implementation.

Why are these services required and what are the consequences of denial?: Airport planning services are essential for ensuring safe, efficient, and sustainable infrastructure at SFO, meeting both current and future demand while maintaining the desired level of guest service. These services provide critical analytical, technical, and regulatory support, helping to assess aviation forecasts, terminal capacity, airfield configurations, airspace design, ground transportation, and emerging technologies in line with federal and state requirements. They also play a key role in maintaining FAA funding eligibility. Denial of these services could result delays in infrastructure projects, reduced operational efficiency, compliance risks, lost revenue opportunities, and challenges in adapting to new aviation technologies.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 3

Why have you not hired City employees to perform the services?: The Airport Planning team at SFO will continue to direct the analysis and provide reviews of the Contractor deliverables, but no civil service classifications possess the specialized expertise required for technical analysis outlined in the scope of services. These tasks often demand proprietary tools such as specialized technical models, FAA-certified methodologies, and subject matter experts with specialized training or industry experience—typically gained through work at multiple large hub airports.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: All Airport contracts at or above the Minimum Competitive Amount require Airport Commission approval.

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

- Q1 Are there any regulatory or legal requirements supporting outsourcing of this work?: No
- Q2 Does performing these services cause a conflict of interest?: No
- $\mbox{\bf Q3}$ Are these proprietary services City is not authorized to do?: $\mbox{\bf No}$
- **Q4 Does City lacks necessary facilities/equipment?:** No

Q5 - Are the services required on a temporary basis or on a long-term basis?: Long-term Basis

Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: Yes **Q5a1)** Why are the services required on an as-needed, intermittent and periodic basis?: A range of expertise is needed to support the various, unique, and highly specialized projects airport wide, and is not the same across all projects. This technical expertise is as needed in nature and the need for these services remains intermittent depending on the project scope.

Q5b) Do the services require specialized expertise, knowledge experience?: Yes **Q5b1)** Describe the specialized skills and expertise required to perform the services: The services require specialized expertise for technical analysis. These tasks often demand proprietary tools such as specialized technical models, FAA-certified methodologies, and subject matter experts with specialized training or industry experience—typically gained through work at multiple large hub airports.

Q5c) Does City have classifications with the required specialized skills or expertise?: Yes **Q5c1)** Identify the classifications: 5299 - Planner 4-Environmental Review, 5278 - Planner 2, 5298 - Planner 3-Environmental Review, 5293 - Planner IV, 5291 - Planner 3

Q5c2) Does the Department have employees in these classifications?: Yes

Q5c3) Why are they not able to perform the services?: The services require specialized expertise for technical analysis. These tasks often demand proprietary tools such as specialized technical models, FAA-certified methodologies, and subject matter experts with specialized training or industry experience—typically gained through work at multiple large hub airports. Also, some services are intermittent and as-needed in nature.

Q5d) Will contractor directly supervise City employees?: No

Q5e) Will contractor train City employees?: No

Q5e1) Explain why training of City employees is not required: There is not an anticipated need for training given the specificity and the intermittent need for the work.

Q5f) Is there a plan to transition this work back to the City?: No

Q5f1) Explain why the work will not be transitioned back to the City: These services cannot be performed by existing Civil Service classifications.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 5299 - Planner 4-Environmental Review, 5278 - Planner 2, 5298 - Planner 3-

Environmental Review, 5293 - Planner IV, 5291 - Planner 3

Labor Unions: 021 - Prof & Tech Eng, Local 21

Labor Union Email Addresses: L21pscreview@ifpte21.org

Union Review Sent On: 6/12/2025 **Union Review End Date:** 7/12/2025

Union Review Duration Met On: 7/12/2025

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

ructions:

Step 1: Download and save this template to your desktop.

Step 2: Complete the fields below.

Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

contracts executed by your department for the services now being requested with this PSC submission. The list of contracts should be limited to those executed within the last three years, measured from the date of the PSC submission. The Commission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other other contracts.

Other than completing the blank fields below and adding row at the bottom, do not change or alter this template.

Dept Acronym: Dept Name:		AIR San Francisco II	AIR San Francisco International Airport	1	
PSC Coordinator Name:	· Name:	Cynthia Avakian	L		
PSC Coordinator Email:		cynthia.avakian@flysfo.com	@flysfo.com		
PSC ServiceNow Record No.:	Record No.:	DHRPSC0004985	852		
	Contract	Contract	Contract Not to Exceed	PSC ServiceNow Record	Brief Description of Services Rendered
PS Contract ID	.,	End Date		was obtained)	
1000021197	3/1/2021		000'005'8 \$	DHRPSC0002380	As-Needed Airport Planning Services
1000021199	3/1/2021		5,000,000	DHRPSC0002380	As-Needed Airport Planning Services
1000021198	3/1/2021	2/28/2026 \$		2,000,000 DHRPSC0002380	As-Needed Airport Planning Services

From: Alfy Wong (AIR)
To: Jessica Nuti

Cc: Sung Kim (AIR); Ernest Choi (AIR); Cynthia Avakian (AIR); Isen, Carol (HRD); Mark Weirick; Emily Wallace; DHR-

PSCCoordinator, DHR (HRD); Christopher DiPrima (AIR)

Subject: RE: AIR [DHRPSC0004985] submitted for Union Review

Date: Monday, July 14, 2025 2:27:26 PM

Attachments: image001.png

image002.png image003.png

Hi Jessica,

My apologies—just one follow-up regarding the reporting request. I've received additional guidance indicating that, the Union will need to submit a request with the information requested and we will respond to the Union's request.

Thanks,

Alfy Wong

Tel 650-821-2023

From: Jessica Nuti <jnuti@ifpte21.org> Sent: Friday, July 11, 2025 9:06 AM

To: Alfy Wong (AIR) <chitatalfy.wong@flysfo.com>

Cc: Sung Kim (AIR) <sung.kim@flysfo.com>; Ernest Choi (AIR) <ernest.choi@flysfo.com>; Cynthia Avakian (AIR) <cynthia.avakian@flysfo.com>; Isen, Carol (HRD) <Carol.Isen@sfgov.org>; Mark Weirick <mweirick@ifpte21.org>; Emily Wallace <ewallace@ifpte21.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>; Christopher DiPrima (AIR)

<christopher.diprima@flysfo.com>

Subject: Re: AIR [DHRPSC0004985] submitted for Union Review

Hi Alfy,

Great! You can email it to the following emails:

- union21@ifpte21.org
- mweirick@ifpte21.org
- ewallace@ifpte21.org
- jnuti@ifpte21.org

We look forward to receiving the first report 12 months after the execution of the first contract. We will then reach out to you if we have any questions and/or concerns. Again, thank you for providing the clarifying information.

I hope you all have a good weekend.

All the best,



Organizer, IFPTE Local 21

Main: (415) 864-2100

Direct: (415) 914-7367

Join Us: www.ifpte21.org/join/

From: Alfy Wong (AIR) < chitatalfy.wong@flysfo.com>

Sent: Friday, July 11, 2025 8:33 AM **To:** Jessica Nuti < inuti@ifpte21.org>

Cc: Sung Kim (AIR) < sung.kim@flysfo.com >; Ernest Choi (AIR) < ernest.choi@flysfo.com >; Cynthia Avakian (AIR) < cynthia.avakian@flysfo.com >; Isen, Carol (HRD) < carol.isen@sfgov.org >; Mark Weirick < mweirick@ifpte21.org >; Emily Wallace < ewallace@ifpte21.org >; DHR < dhr-psccoordinator@sfgov.org >; Christopher DiPrima (AIR) < christopher.diprima@flysfo.com >

Subject: RE: AIR [DHRPSC0004985] submitted for Union Review

Hi Jessica,

Thank you for your review and for withdrawing the objection. The Airport will proceed with submitting this PSC for approval.

We will provide IFPTE Local 21 with an annual report detailing contract tasks and durations, beginning 12 months after the execution of the first contract. Could you please share the appropriate recipients or a group email address to which this report should be sent?

Thank you,

Alfy Wong

Tel 650-821-2023

From: Jessica Nuti < <u>inuti@ifpte21.org</u>>
Sent: Wednesday, July 9, 2025 8:47 PM

To: Christopher DiPrima (AIR) < <u>christopher.diprima@flysfo.com</u>>

Cc: Sung Kim (AIR) < sung.kim@flysfo.com >; Alfy Wong (AIR) < chitatalfy.wong@flysfo.com >; Ernest Choi (AIR) < ernest.choi@flysfo.com >; Cynthia Avakian (AIR) < cynthia.avakian@flysfo.com >; Isen, Carol (HRD) < carol.isen@sfgov.org >; Mark Weirick < mweirick@ifpte21.org >; Emily Wallace < ewallace@ifpte21.org >

Subject: Re: AIR [DHRPSC0004985] submitted for Union Review

Hi Chris,

Thank you for providing this information. It's super helpful.

IFPTE Local 21 is willing to withdraw our objection as long as the department is willing to do an annual report for the 5-year period of the contract that includes what projects the contractor was used for and for what period of time. We'd want to guarantee the work being done is specialized in which it would not be prudent or feasible to hire even a temporary staff person. Please let me know if the department is willing to agree with this.

Thank you and we look forward to hearing from you soon.

All the best,



Organizer, IFPTE Local 21

Main: (415) 864-2100

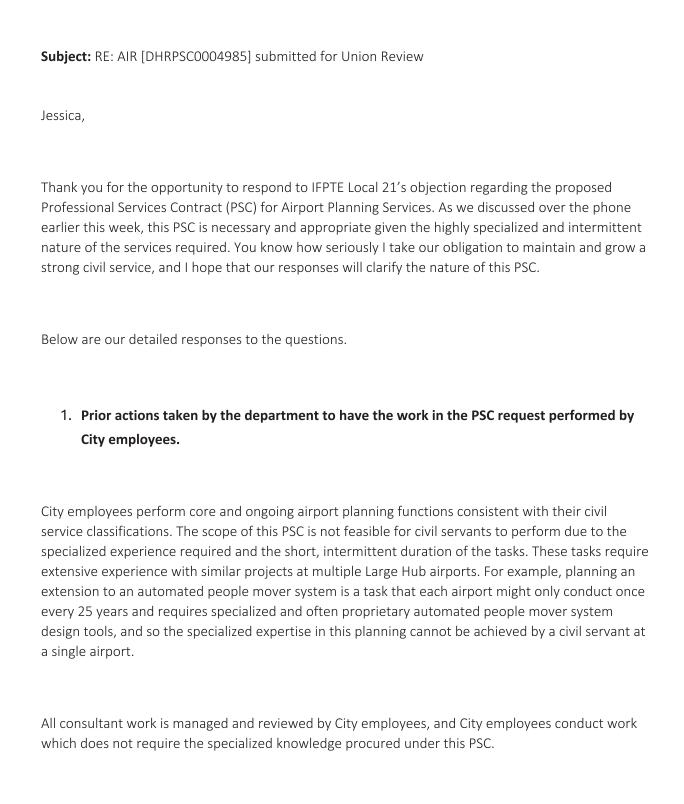
Direct: (415) 914-7367

Join Us: www.ifpte21.org/join/

From: Christopher DiPrima (AIR) < christopher.diprima@flysfo.com>

Sent: Friday, June 27, 2025 4:02 PM **To:** Jessica Nuti < <u>inuti@ifpte21.org</u>>

Cc: Sung Kim (AIR) < sung.kim@flysfo.com >; Alfy Wong (AIR) < chitatalfy.wong@flysfo.com >; Ernest Choi (AIR) < ernest.choi@flysfo.com >; Cynthia Avakian (AIR) < cynthia.avakian@flysfo.com >; Isen, Carol (HRD) < carol.isen@sfgov.org >; Mark Weirick < mweirick@ifpte21.org >; Emily Wallace < ewallace@ifpte21.org >



2. Any feasibility studies and department assessments that may have been done to confirm that services cannot be performed by civil service employees in the past, now or future.

SFO has not conducted any studies and department assessments because by definition, the work procured under these services is intermittent and specialized.

1. Highly Specific, Short-Duration, Low-Frequency Needs:

Much of the scope involves one-time or infrequent projects that do not justify permanent staffing. For example, planning a rental car center is a major, complex effort that requires expertise from those who have led similar projects at multiple large hub airports. Such a study may take six to 18 months. SFO has recently undertaken such a project and would do so only once every 20+ years. It would not be prudent or feasible to hire even a temporary staff person for a planning effort and then leave that position with no further equivalent work after the highly specialized project is complete.

2. Inapplicability to Existing Job Classifications:

The work described does not fit within existing civil service job descriptions. For example, the job classes listed in the PSC do not require or support experience in specialized simulation, FAA procedural development, or emerging aviation technology infrastructure.

3. Proprietary Tools and Technical Software:

Some of the services require access to and fluency with proprietary software (e.g., AEDT, PTV VISSIM, CAST Terminal/Gate, REDIM). These are highly technical and sometimes proprietary tools which require continuous use to gain the technical proficiency required. One airport's infrequent and irregular need for such tools is incompatible with maintaining technical proficiency, and is inapplicable in cases where the software is proprietary.

- 3. Departmental vacancy rates for the listed Local 21 job class[es] addressed in the PSC.
- 4. Vacancy report for all IFPTE Local 21 classifications in your department that may perform this work or may perform this work along with the contractor selected.

In response to both questions, attached is the Bureau of Planning and Environmental Affairs' (BPEA) current organizational chart. BPEA is the only Airport division with the classifications identified in the PSC application.

Classification	Budgeted	Filled	Vacant	Note
5278 Planner II	2	1	1	Vacant position is in the
(Aviation)				final stages of being

				filled.
5291 Planner III	2	2	0	
(Aviation)				
5293 Planner IV	1	1	0	
(Aviation)				
5298 Planner III –	0	0	0	
Environmental				
Review				
5299 Planner IV –	3	1	2	One 5299 recently
Environmental				retired. Airport PPD is
Review				finalizing paperwork to
				open recruitment for
				two available positions.

5. Confirm if the Department has requested approval from the Mayor's office to hire Local 21 classifications to perform this work, when that occurred, how many of each job code were requested, if those requested positions were approved or denied and when the Department was informed if they were requested or denied.

This is not applicable because the nature of the work cannot be conducted by civil servants. See above responses to questions 1 and 2.

Detailed transition plan for how the work to be contracted out will return to the City's
workforce, including plans to hire for the affected Local 21 positions and a timeline for
how the work will be transitioned back to such positions at the conclusion of the duration
of the PSC.

This is not applicable because the nature of the work cannot be conducted by civil servants. See above responses to questions 1 and 2.

Thanks,

-Chris



Christopher M. DiPrima

Acting Airport Planning Manager | Planning & Environmental Affairs
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Office: 650.821.3347 | SMS: 650.255.6647 | flysfo.com

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From: Jessica Nuti <<u>inuti@ifpte21.org</u>>
Sent: Friday, June 20, 2025 12:46 PM

To: Ernest Choi (AIR) < <u>ernest.choi@flysfo.com</u>>; Alfy Wong (AIR) < <u>chitatalfy.wong@flysfo.com</u>>;

Cynthia Avakian (AIR) < cynthia.avakian@flysfo.com>

Cc: Mark Weirick < mweirick@ifpte21.org>; Emily Wallace < ewallace@ifpte21.org>; Isen, Carol (HRD)

<carol.isen@sfgov.org>

Subject: Re: AIR [DHRPSC0004985] submitted for Union Review

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

Hi all,

Local 21 objects to this PSC proceeding for Civil Service Commission approval for the following reasons:

1. We object as the Department is unable to demonstrate they are in a position to transition the work back to the City while there is currently a hiring freeze and historic budget deficit that limits the Department's ability to budget for and hire staff needed to transition the PSC work back by the completion of the proposed PSC.

- 2. The PSC's responses for a hiring plan and/or transition plan does not provide an adequate explanation for how the Department intends to have this work transitioned back to the City's workforce at the conclusion of the duration of the PSC.
- 3. Per the Mayor's January 9 Hiring Freeze directive, department's are to "realign programming and pause new contracts or programs that not yet been signed or implemented," and per the Mayor's April 17 "Additional Budget Instructions," departments are to work with the Mayor's Budget Office to "understand all Professional service contracts, with a goal of making a significant reduction in contract spending on existing contracts and upcoming RFPs." We object as the Department should be seeking to pause new contracts and make significant reduction in contract spending in order to meet the Mayor's directives in responding to the City's budget deficit.

If the Department disagrees with these assertions and does not intend to withdraw this PSC, please provide the following information:

- 1. Prior actions taken by the department to have the work in the PSC request performed by City employees.
- 2. Any feasibility studies and department assessments that may have been done to confirm that services cannot be performed by civil service employees in the past, now or future.
- 3. Departmental vacancy rates for the listed Local 21 job class[es] addressed in the PSC.
- **4.** Vacancy report for all IFPTE Local 21 classifications in your department that may perform this work or may perform this work along with the contractor selected.

5. Confirm if the Department has requested approval from the Mayor's office to hire Local

21 classifications to perform this work, when that occurred, how many of each job code

were requested, if those requested positions were approved or denied and when the

Department was informed if they were requested or denied.

6. Detailed transition plan for how the work to be contracted out will return to the City's

workforce, including plans to hire for the affected Local 21 positions and a timeline for

how the work will be transitioned back to such positions at the conclusion of the

duration of the PSC.

Local 21 reserves the right to request to meet upon receiving this information.

Sincerely,

Jessica Nuti, IFPTE Local 21 Union Organizer/Representative

From: CCSF IT Service Desk < ccsfdt@service-now.com>

Sent: Thursday, June 12, 2025 11:13 AM

To: ernest.choi@flysfo.com; chitatalfy.wong@flysfo.com; cynthia.avakian@flysfo.com; L21PSC

Review <<u>L21PSCReview@ifpte21.org</u>>; <u>Sung.Kim@flysfo.com</u>

Subject: AIR [DHRPSC0004985] submitted for Union Review

Hello 021 - Prof & Tech Eng, Local 21 union representatives,

AIR is requesting your review of PSC [DHRPSC0004985]. Please see relevant details of this request below and in the attached document(s). Should you have any questions or objections, please state them by replying all to this

email by 2025-07-12.

PSC Summary

Record Number: DHRPSC0004985 v 0.01

Description of Proposed Work: As-Needed Airport Planning Services

Request Type: New

Approval Type: CSC Approval

CSC Review Reason(s):

♥CSC Approval by Amount

Submitting Department: AIR

Dept PSC Coordinator: Cynthia Avakian

Dept PSC Coordinator Email: cynthia.avakian@flysfo.com

Dept PSC Coordinator Phone: +1 (650) 821-2014

PSC Amount: \$29,000,000.00 PSC Duration (months): 60 Funding Source(s): City Funds

Scope of Work: The Contractor will provide as-needed airport planning work to support core aviation operations and capital projects at San Francisco International Airport (SFO). The scope of work includes, but is not limited to (1) conduct aviation demand analysis and forecasting, (2) assist in developing airfield and aircraft capacity management programs, (3) plan passenger terminals, aprons, servicing infrastructure, and airport access systems in compliance with regulations, (4) conduct simulation modeling to assess passenger, baggage, airfield, airspace, and ground access system performance, (5) collect and analyze airspace data according to Federal Aviation Administration (FAA) regulations and update the Airport Layout Plan, (6) provide planning support for airport land use, (7) assist in the development of project or program implementation and phasing plans, (8) perform technical noise analysis and evaluate operational impacts, according to relevant federal and state regulations, (9) perform system planning and technical evaluation for the Airport's AirTrain automated people mover, (10) collaborate with stakeholders and government entities to conduct regional aviation system planning, (11) analyze new aviation technologies, and (12) coordinate with the FAA on regulatory implementation.

Job Class(es): 5278 - Planner 2, 5291 - Planner 3, 5293 - Planner IV, 5298 - Planner 3-Environmental Review, 5299 - Planner 4-Environmental Review

PSC Justification(s)

Services required on an as-needed, intermittent, or periodic basis Services requiring specialized expertise, knowledge experience

Ref:TIS5930355_4S1peLqXII3qCsoS2a3E

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: AIR **ServiceNow Number:** DHRPSC0005362

Submitted By: Stephanie Dea **Version:** 0.01

Department Coordinator: Cynthia Avakian, **Version Type:** New

cynthia.avakian@flysfo.com

Project Manager: Christopher Birch

Brief description of proposed work: Airport Guest and Staff Surveys for Quality and

Satisfaction Experiences

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$2,200,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 60

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: The Contractor will design, implement, and facilitate the Airport-wide guest and staff surveys at the San Francisco International Airport (Airport), to assess passenger and staff satisfaction, as well as the quality of Airport's facilities and services. The Contractor shall be responsible for fieldwork planning, data collection, questionnaire management, analysis, and presenting the objective results to Airport senior staff. In addition, the Contractor will perform all fieldwork services in accordance with a leading global recognized program that helps airports measure and improve passenger satisfaction and service quality, including specific guidelines for fieldwork frequency, weekday surveying, distribution of surveys and completion rate.

Why are these services required and what are the consequences of denial?: In order to measure the quality of Airport's facilities and services, gathering data from guest and staff surveys is essential to identify areas for improvement and meet passenger needs. Without this data, the Airport would not have a clear understanding of its business operation and unable to identify the necessary improvement needs with its passenger and staff, which potentially may lead to a reduction in guest and staff satisfaction and revenue losses.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 1

Why have you not hired City employees to perform the services?: Airport guest and staff surveys for quality and satisfaction experiences will be performed on an intermittent basis, and as such, do not warrant full-time Airport staff assignments. The Contractor is required to have a high level of knowledge and expertise in conducting face-to-face interviews, telephone surveys, focus groups, mail-back surveys, and other surveys; designing questionnaires and samplings; conducting statistical analyses; furnishing computerized survey data results; and multilingual interviewing in different languages as required by the Airport.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: All formal contracts require Airport Commission approval.

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

- **Q1** Are there any regulatory or legal requirements supporting outsourcing of this work?: No
- Q2 Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- **Q4** Does City lacks necessary facilities/equipment?: No
- **Q5 Are the services required on a temporary basis or on a long-term basis?:** Long-term Basis
- Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: Yes Q5a1) Why are the services required on an as-needed, intermittent and periodic basis?: The services will be performed on an intermittent and periodic basis to understand how the airport's services are perceived at various points in time.
- Q5b) Do the services require specialized expertise, knowledge experience?: Yes
- Q5b1) Describe the specialized skills and expertise required to perform the services: The

Contractor is required to have a high level of knowledge and expertise in conducting face-to-face interviews, telephone surveys, mail-back surveys, and other surveys; designing questionnaires and sampling; conducting statistical analyses; and multilingual interviewing in English, French, Spanish, German, Japanese, Korean, Mandarin, and Cantonese, and other languages as required by the Airport.

Q5c) Does City have classifications with the required specialized skills or expertise?: Yes **Q5c1)** Identify the classifications: 1823 - Senior Administrative Analyst, 1827 - Administrative Services Mgr, 0923 - Manager II

Q5c2) Does the Department have employees in these classifications?: Yes

Q5c3) Why are they not able to perform the services?: These services are intermittent in nature and do not justify permanent staffing. Existing civil service classes are not able to perform these specialized services. Furthermore, services will be performed at odd hours including weekends and evenings.

Q5d) Will contractor directly supervise City employees?: No

Q5e) Will contractor train City employees?: No

Q5e1) Explain why training of City employees is not required: Training of City employees is not in scope of this project.

Q5f) Is there a plan to transition this work back to the City?: No

Q5f1) Explain why the work will not be transitioned back to the City: Due to the specialized and intermittent nature of the work, there are no plans to transition the full scope of services to the City.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 1823 - Senior Administrative Analyst, 1827 - Administrative Services Mgr, 0923 -

Manager II

Labor Unions: 021 - Prof & Tech Eng, Local 21, 351 - Municipal Exec Assoc-Misc **Labor Union Email Addresses:** L21pscreview@ifpte21.org, staff@sfmea.com

Union Review Sent On: 6/16/2025 **Union Review End Date:** 7/16/2025

Union Review Duration Met On: 7/16/2025

07/16/2025

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: <u>AIRPORT COM</u>	<u>IMISSION AIR</u>			Dept. Co	de: <u>AIR</u>
Type of Request:	☑Initial	☐ Modification of	an existing PSC	C (PSC #)
Type of Approval:	□Expedited	☑ Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: Airport Gu	est Surveys, Re	search, and Fieldwo	ork Services		
Funding Source: Airport Op PSC Amount: \$1,800,000	erating Funds	PSC Est. Start Date:	01/01/2019	PSC Est. End Date	e <u>06/30/2026</u>

1. Description of Work

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

The Contractor will design, implement, and facilitate the Airport-wide guest surveys, research, and fieldwork services at the San Francisco International Airport (Airport), to measure satisfaction and understand the quality of guest experience and the Airport's facilities and services. The Contractor will produce, execute, and analyze survey data and present the results to Airport senior staff. The contractor will also perform all fieldwork services associated with Airports Council International's Airport Services Quality Global Survey and Benchmarking Program, which may include; but not be limited to, fieldwork planning, data collection at boarding areas, questionnaire management, and quality control.

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

The Airport is committed to providing exceptional service and redefining the airport experience through safe, convenient, and pleasant facilities and services to the traveling public. One of the ways the Airport is able to commit to this is by gathering data from surveys and research services. These services are necessary to ensure the Airport is able to measure the quality of its facilities and services. Without this data, the Airport would lose touch with its passenger user base and may suffer a reduction in passenger satisfaction and 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.

These services have been provided for in the past through PSC No. 45026-14/15.

D. Will the contract(s) be renewed?

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

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 to align with the resulting contract, which is expected to have a five year term.

2. Reason(s) for the Request

- A. Indicate all that apply (be specific and attach any relevant supporting documents):
- ✓ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

Airport Guest Surveys, Research, and Fieldwork Services will be performed on an intermittent basis, and as such, do not warrant full-time Airport staff assignment.

3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: The Contractor is required to have a high level of knowledge and expertise in conducting face-to-face interviews, telephone surveys, focus groups, mail-back surveys, and other surveys; designing questionnaires; sampling design; conducting statistical analyses; interviewing in English, French, Spanish, German, Japanese, Korean, Mandarin, and Cantonese, and other languages as required by the Airport; and furnishing computerized survey data results.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1827, Administrative Services Mgr; 0922, Manager I;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

The Airport sent emails to the San Francisco County Transportation Authority (SFCTA) to determine if other City Departments were able to perform these services. 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 civil service classes are not able to perform these specialized services. Furthermore, services will be performed at odd hours including weekends and evenings.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, these services are intermittent in nature and do not justify permanent staffing.

6. Additional Information

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

 No. Training is not in scope of this project.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain

and include an excerpt or copy of any such applicable requirement. No.

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

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

 No.
- **7.** <u>Union Notification</u>: On <u>07/23/2018</u>, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; 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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>40194 - 17/18</u>

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

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

Instructions: Step 1: Download and save this template to your desktop. Step 2: Complete the fields below.

Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other contracts executed by your department for the services now being requested with this PSC submission. The list of contracts should be limited to those executed within the last three years, measured from the date of the PSC submission. The Commission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those other contracts.

Other than completing the blank fields below, do not change or alter this template.

Airport Commission

AIR

Dept Acronym: Dept Name:

				Brief Description of Services Rendered	Airport Guest Surveys, Research and Fieldwork Services											
				PSC ServiceNow Record Number (if PSC approval was obtained)	DHRPSC0002370											
				Contract Not to Exceed Amount	1,650,003											
				Contract End Date	12/31/2025 \$											
Cynthia Avakian cynthia.avakian@flysfo.com	DHRPSC0005362		Contract Start Date	1/1/2019												
PSC Coordinator Name:	PSC Coordinator Email:	PSC ServiceNow Record Number:		PS Contract ID	1000013163											
	Page 26															

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPH **ServiceNow Number:** DHRPSC0005164

Submitted By: Reanna Albert **Version:** 0.01

Department Coordinator: Reanna Albert, **Version Type:** New

reanna.albert@sfdph.org

Project Manager: Nikole Trainor

Brief description of proposed work: Community Health Equity and Promotion (CHEP) Program

Administration Services

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$4,800,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 48

Funding

Funding Source: Federal Funds, State Funds, City Funds

Special circumstances related to funding: Yes

Explain the special circumstances: This initiative is primarily funded by CDC (Centers for Disease Control and Prevention) Federal and State grants, which require subcontracting with community based organizations (CBOs) that serve priority populations to address health disparities. A Program Administrator ensures grant compliance, expands funding access for grassroots organizations, and provides essential fiscal and operational support.

Scope of Work

Clearly describe scope and detail the services to be performed: Contractor will provide general program administration services, financial management and reporting, performance and quality management, management of subcontractor agreements, and as-needed recruitment, onboarding and human resource management. Contractor will also staff public health positions specific to achieving the goals of the Community Health Equity and Promotion (CHEP) programs.

Why are these services required and what are the consequences of denial?: Program Administration services are essential to strengthening community partnerships between the Department of Public Health (DPH) and community-based organizations (CBOs) to effectively address public health disparities. These services ensure that the System of Care meets grantfunded requirements while also facilitating the equitable distribution of health resources to communities disproportionately affected by chronic and infectious diseases. Denial of services will significantly disrupt critical public health programs, leading to an increase in chronic diseases like diabetes and hypertension, the spread of infectious diseases such as HIV and hepatitis due to gaps in care, and worsening health inequities among marginalized populations.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 4

Why have you not hired City employees to perform the services?: The work requires specialized cultural competencies and established community relationships that are uniquely held by community-based organizations (CBOs) and individuals with lived experience in the priority populations. Additionally, federal and state grant requirements mandate that a significant portion of funding be allocated to small CBOs.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: Health Commission approval is required.

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

No

- **Q2** Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- Q4 Does City lacks necessary facilities/equipment?: No
- **Q5 Are the services required on a temporary basis or on a long-term basis?:** Long-term Basis
- Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: No
- Q5b) Do the services require specialized expertise, knowledge experience?: Yes
- **Q5b1)** Describe the specialized skills and expertise required to perform the services: These services require specialized cultural competencies and established community relationships that

are uniquely held by community-based organizations (CBOs) and individuals with lived experience within the identified priority populations.

Q5c) Does City have classifications with the required specialized skills or expertise?: Yes **Q5c1)** Identify the classifications: 1842 - Management Assistant, 2119 - Health Care Analyst, 2589 - Health Program Coordinator 1

Q5c2) Does the Department have employees in these classifications?: Yes

Q5c3) Why are they not able to perform the services?: The work requires specialized cultural competencies and established community relationships that are uniquely held by community-based organizations (CBOs) and individuals with lived experience in the priority populations. Additionally, federal and state grant requirements mandate that a significant portion of funding be allocated to small CBOs.

Q5d) Will contractor directly supervise City employees?: No

Q5e) Will contractor train City employees?: No

Q5e1) Explain why training of City employees is not required: Training is not a component of this contract.

Q5f) Is there a plan to transition this work back to the City?: No

Q5f1) Explain why the work will not be transitioned back to the City: This work will not be transitioned to the City to ensure that we continue to follow grant fund requirements.

Additional information to support your request (Optional): Per grant requirements, 35% of funding must be allocated to small CBOs with an annual budget of \$300,000 or less, ensuring that resources are directed toward organizations with deep community ties that are best positioned to effectively serve marginalized populations.

Union Notifications

Job Class(es): 1842 - Management Assistant, 2119 - Health Care Analyst, 2589 - Health Program

Coordinator 1

Labor Unions: 021 - Prof & Tech Eng, Local 21, 790 - SEIU, Local 1021, Misc

Labor Union Email Addresses: L21pscreview@ifpte21.org, PSCreview@seiu1021.org

Union Review Sent On: 4/30/2025 **Union Review End Date:** 6/29/2025

Union Review Duration Met On: 6/29/2025

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

Instructions:
Step 1: Complete the fields below.
Step 3: Unpload and save this template to your desktop.
Step 2: Complete the fields below.
Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other contracts executed by your department for the services now being requested with this PSC submission. The list of contracts should be limited to those executed within the last three years, measured from the date of the PSC submission. The Commission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those other contracts.

Dept Acronym:	DPH			
Dept Name:	Department of Public Health			
PSC Coordinator Name:	Reanna Albert			
PSC Coordinator Email:	reanna.albert@sfdph.org			
PSC ServiceNow Record Number:	DHRPSC0005164			

PS Contract ID	Contract Start Date	Contract End Date	Contract Not to Exceed Amount	PSC ServiceNow Record Number (If PSC approval was obtained)	Brief Description of Services Rendered
1000008917	12/31/2017	12/31/2025	\$ 9,697,459	2006-07/08	Program administration and support services for Community Health Equity & Promotion - Continuum of HIP Prevention, Care and Treatment
1000016941	1/1/2020	6/30/2026	\$ 21,329,720	46237-14/15	Program administration for Community Health Engagement
1000013401	4/2/2019	6/30/2026	\$ 19,622,270	46237-14/15	As-needed project based support services - Category I. Program Administration and Support Services for the
1000013727	4/1/2019	6/30/2026	\$ 4,947,760	46237-14/15	SF Sugary Drinks Distribution Project Program Administration Support for the San Francisco Tobacco Free Project

San Francisco Department of Public Health



Daniel Tsai Director of Health

DATE: July 22, 2025

TO: Suzanne Choi, Citywide PSC Coordinator, DHR

FROM: Reanna Albert, PSC Coordinator, Department of Public Health

RE: Request for Calendaring for August 18, 2025 Civil Service Commission Meeting:

DHRPSC0005164 Community Health Equity and Promotion (CHEP) Program Administration Services

This is to respectfully request that the above PSC be included for the Civil Service Commission meeting on August 18, 2025. The PSC was submitted April 30, 2025 and the 60-day union notification period ended June 29, 2025. Below is a summary of the Department's ongoing communications with SEIU Local 1021.

PSC	Union Notification End Date	Summary
DHRPSC0005164	6/29/25	 4/30/25: PSC was submitted and SEIU was notified 4/30/25: SEIU objected 5/2/25: DPH emailed SEIU offering dates to meet 5/15/25: DPH followed up with SEIU 5/19/25: DPH followed up with SEIU 6/3/25: Meeting held 7/1/25: DPH followed up with SEIU regarding pending Request for Information (RFI) 7/7/25: DPH followed up again 7/8/25: DPH followed up again 7/10/25: DPH followed up again 7/11/25: DPH followed up again 7/11/25: DPH received RFI 7/22/25: DPH submitted RFI and offered dates for a second meeting

We appreciate your time and consideration. Please let us know if you need further information. I can be reached at reanna.albert@sfdph.org.

San Francisco Department of Public Health



Daniel Tsai Director of Health

DATE: July 22, 2025

TO: Suzanne Choi, Citywide PSC Coordinator, DHR

FROM: Reanna Albert, PSC Coordinator, Department of Public Health

RE: DHRPSC0005164 v 0.01 Community Health Equity and Promotion (CHEP) Program

Administration Services

Summary of Union Objection:

On June 3, 2025, DPH met with SEIU Local 1021 to discuss this PSC. The union's objection focused on concerns about relying on community based organizations (CBOs) that employ low-wage, unstable workers rather than creating permanent civil service positions. They raised issues about equity, the lack of clear career pathways into City employment, and the need for an understanding around the breakdown around funding, vendor performance, and staff turnover.

We appreciate your time and consideration. Please let us know if you need further information. I can be reached at reanna.albert@sfdph.org.

Request for Information – PSC 5164 Community Health Equity and Promotion (CHEP) Program Administration – 7/22/25

- 1. Nikole Trainor's PowerPoint slides used during the June 3rd meeting.
 - See slides attached to email.
- 2. A break down of the four categories of funding Nikole Trainor described on June 3, with the proposed allotment of funds for each.
 - HIV Prevention General Funds: \$254,000
 - HCV BOS addback (2016): \$234,972
 - HEP B Free BOS Addback: \$30,000
 - Opiod Settlement Funds: \$172, 500
 - Health Education General Funds: \$726, 475
 - HIV Core, Ending the HIV Epidemic CDC Federal Grant: Pending final Notice of Award, anticipated allocation of \$500,000
 - Sugary Drinks Tax Distribution (SDDT): \$305,000
 - California Department of Public Health Tobacco State Grant: \$185, 610
 - Tobacco Master Settlement: \$373, 643
- 3. The names of vendors and contracts used previously to contract out these services, and a copy of the contracts with the associated vendors.
 - See attachments in email for the following contracts.
 - San Francisco Public Health Foundation (SFPHF)
 - Public Health Foundation Enterprise Dba Heluna Health
- 4. All invoices and DPH performance evaluations for services rendered by vendors to whom these services were contracted out, including any subcontractors providing services, equipment and/or other deliverables.
 - Can SEIU clarify what you mean by "all" invoices? Are you referring to the entire contract term?
- 5. The city classifications, departments or entities that performed these services in the past.
 - No city class has performed Program Administration Services in the past.

- 6. Any department documents including strategic plans, department policies and procedures, legal and funding requirements, audits, etc that led to the decision to contract out these services.
 - Not applicable: Program Administration services are designed to be contracted to a
 fiscal intermediary that can provide timely and flexible operational and fiscal
 support to internal teams. These services enable Community Health Equity and
 Promotion (CHEP) staff to respond to evolving community needs in real time.
 - Examples of support provided through this model include:
 - o Purchasing materials and supplies for smoking cessation classes
 - Covering registration fees and materials for community engagement events (e.g., health fairs)
 - Procuring supplies for senior fall prevention initiatives
 - Purchasing home-based testing kits for sexual health services
 - This structure streamlines administrative processes and enhances CHEP's ability to implement community-centered public health programs efficiently and responsively.
- 7. A list of department decision makers who determined the need to contract out these services.
 - Nyisha Underwood, CHEP Branch Manager
 - Nikole Trainor, CHEP Budget & Contracts Manager
 - Christina Goette, CHEP Community Wellness Deputy Director
 - Hanna Hjord, CHEP Sexual & Drug User Health Services Deputy Director
 - Susan Philip, PHD Executive Leadership Team
- 8. Any feasibility studies and department assessments done to confirm that these services cannot be performed by civil service employees in the past, present or future.
 - Contracted staff previously supported by program administrators are currently being transitioned to CAT 18 TEX positions, until PCS position can be identified.
- 9. Vacancy report for all SEIU classifications in your department that may perform this work or may perform this work along with the contractor selected.

					Vacancy Rate
		Utilized	Vacant	Total	% (Budget
	Job Title	(BUDGET FTE)	(BUDGET FTE)	(BUDGET FTE)	FTE)
1842	Management Assistant	3	0.00	3	0.0%

- 10. Evaluation metrics and impact analysis conducted to assess the contractors' performance and service deliverables for all past or current contracts, including turnover and vacancy rates.
 - Business Office of Contract Compliance (BOCC) Program Monitoring is conducted annually. CHEP System of Care meets with program administrators on a bi-weekly frequency to discuss program deliverables.
- 11. The specific programs or systems of care that will be supported by the vendor.
 - Community Health Equity & Promotion Branch (CHEP)
- 12. The total number of staff the vendor will be employing under this PSC.
 - None. CHEP will not be requesting any new contracted staff to be supported under the new vendors. CHEP is in the process of transitioning current contracted staff to CAT 18 TEX positions, and currently in mayoral approval process.
- 13. The status of contract negotiations with the chosen vendors.
 - Vendors are in the process of completing draft contract documents, which are due 08/01/2025.



Re: DPH [DHRPSC0005164] submitted for Union Review

From Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Date Tue 7/22/2025 10:27 AM

To Carey Dall <Carey.Dall@seiu1021.org>

Cc Trainor, Nikole (DPH) <nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Oumar Fall <oumar.fall@seiu1021.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>

5 attachments (13 MB)

5164 SEIU Request for Information.pdf; 1-8917_Heluna_Health.pdf; 1-13401 SFPHF.pdf; 1-16941 SFPHF.pdf; 1000013727_SFPHF.pdf;

Hi Carey,

Attached is the RFI response and attachments for PSC 5164. Please note there are a couple of questions in the RFI we are seeking clarification on from SEIU.

Regarding scheduling another meeting, are there any upcoming Mondays or Tuesdays at 10am that will work for you to meet at 101 Grove? Alternatively, let us know if any of the following options will work.

7/28 - 4pm

7/29 - 4pm

7/31 - 4pm

Thanks.

Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator SFDPH Office of Contracts Management & Compliance 101 Grove Street, Room 410 San Francisco, CA 94102 reanna.albert@sfdph.org 628-271-6178

From: Carey Dall <Carey.Dall@seiu1021.org>

Sent: Monday, July 14, 2025 2:12 PM

To: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Cc: Trainor, Nikole (DPH) <nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Oumar Fall

<oumar.fall@seiu1021.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>

Subject: RE: DPH [DHRPSC0005164] submitted for Union Review

Hi Reanna,

Thank you for your patience. SEIU 1021 requests the following information before we next meet on PSC 5164:

- Nikole Trainor's PowerPoint slides used during the June 3rd meeting.
- A break down of the four categories of funding Nikole Trainor described on June 3, with the proposed allotment of funds for each.
- The names of vendors and contracts used previously to contract out these services, and a copy of the contracts with the associated vendors.
- All invoices and DPH performance evaluations for services rendered by vendors to whom these services were contracted out, including any subcontractors providing services, equipment and/or other deliverables.
- The city classifications, departments or entities that performed these services in the past.
- Any department documents including strategic plans, department policies and procedures, legal and funding requirements, audits, etc that led to the decision to contract out these services.
- A list of department decision makers who determined the need to contract out these services.
- Any feasibility studies and department assessments done to confirm that these services cannot be performed by civil service employees in the past, present or future.
- Vacancy report for all SEIU classifications in your department that may perform this work or may perform this work along with the contractor selected.
- Evaluation metrics and impact analysis conducted to assess the contractors' performance and service deliverables for all past or current contracts, including turnover and vacancy rates.
- The specific programs or systems of care that will be supported by the vendor.
- The total number of staff the vendor will be employing under this PSC.
- The status of contract negotiations with the chosen vendors.

Regards,
Carey Dall SEIU Local 1021 Cell (415) 717-9604

Thank you.

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Friday, July 11, 2025 2:53 PM **To:** Carey Dall <Carey.Dall@seiu1021.org>

Cc: Trainor, Nikole (DPH) <nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Oumar Fall

<Oumar.Fall@SEIU1021.ORG>

Subject: Fw: DPH [DHRPSC0005164] submitted for Union Review

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

Hi Carey,

Following up again regarding the RFI you mentioned during our 6/3/25 meeting. We're still waiting to receive it so we can begin working on responses. This is for the PSC for Community Health Equity and Promotion Program Administration Services.

Copying Oumar here in case there's anything he can do to help get the RFI over to us.

Thanks, Reanna

From: Albert, Reanna (DPH) < <u>reanna.albert@sfdph.org</u>>

Sent: Thursday, July 10, 2025 1:42 PM **To:** Carey Dall < <u>Carey.Dall@seiu1021.org</u>>

Cc: Trainor, Nikole (DPH) < nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>

Subject: Re: DPH [DHRPSC0005164] submitted for Union Review

Hi Carey,

Following up. Any update on the RFI?

Thanks, Reanna

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Tuesday, July 8, 2025 3:05 PM **To:** Carey Dall < <u>Carey.Dall@seiu1021.org</u>>

Cc: Trainor, Nikole (DPH) < nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>

Subject: Re: DPH [DHRPSC0005164] submitted for Union Review

Hi Carey,

Following up. We're eager to start working on the RFI for this PSC. Let us know when we can expect to receive it.

Thanks, Reanna

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Monday, July 7, 2025 11:28 AM
To: Carey Dall < Carey. Dall@seiu1021.org>

Cc: Trainor, Nikole (DPH) < nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>

Subject: Re: DPH [DHRPSC0005164] submitted for Union Review

Hi Carey,

Following up. Let us know when the RFI is ready for this PSC.

Thanks, Reanna From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Tuesday, July 1, 2025 2:01 PM
To: Carey Dall <Carey.Dall@seiu1021.org>

Cc: Trainor, Nikole (DPH) < nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>

Subject: Re: DPH [DHRPSC0005164] submitted for Union Review

Hi Carey,

Following up on our 6/3 meeting regarding the PSC for Community Health Equity and Promotion (CHEP) Program Administration Services. We're still awaiting the RFI from you. Please let us know when we can expect to receive it.

Thanks, Reanna

From: Carey Dall < Carey.Dall@seiu1021.org>
Sent: Monday, May 19, 2025 10:46 AM

To: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Cc: Trainor, Nikole (DPH) < nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>

Subject: RE: DPH [DHRPSC0005164] submitted for Union Review

Hi Reanna -

June 3 at 10am works.

Thank you, Carey

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Monday, May 19, 2025 10:12 AM **To:** Carey Dall < Carey.Dall@seiu1021.org

Cc: Trainor, Nikole (DPH) < nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>

Subject: Fw: DPH [DHRPSC0005164] submitted for Union Review

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

Hi Carey,

Following up. Do either of these times work for you?

5/20 - 3:30pm 6/3 - 10am

Thanks, Reanna

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Thursday, May 15, 2025 4:13 PM

To: Carey Dall < carey.dall@seiu1021.org>

Cc: Trainor, Nikole (DPH) < nikole.trainor@sfdph.org>; Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>

Subject: Fw: DPH [DHRPSC0005164] submitted for Union Review

Hi Carey,

Following up to schedule a meeting for this PSC. Does 5/20 at 3:30pm work for you?

Alternatively, how about any of the following: 5/29 at 2pm or 3pm 6/3 at 10am

Thanks, Reanna

From: Albert, Reanna (DPH)
Sent: Friday, May 2, 2025 2:45 PM

To: Carey Dall; Trainor, Nikole (DPH); PSCreview

Cc: Dubois, Jeff (DPH)

Subject: Re: DPH [DHRPSC0005164] submitted for Union Review

Hi Carey,

Thanks for reaching out about this PSC. Below is DPH staff availability to meet. Please let me know what works best for SEIU.

5/14 - 2pm, 3pm or 4pm

5/15 - 2pm or 3pm

5/20 - 3:30pm

Thanks, Reanna

From: Carey Dall < Carey. Dall@seiu1021.org>

Sent: Thursday, May 1, 2025 9:47 AM

To: DT Service Now (TIS) <<u>ccsfdt@service-now.com</u>>; <u>L21pscreview@ifpte21.org</u> <<u>L21pscreview@ifpte21.org</u>>; Trainor, Nikole (DPH) <<u>nikole.trainor@sfdph.org</u>>; PSCreview <<u>PSCreview@seiu1021.org</u>>; Albert, Reanna (DPH) <<u>reanna.albert@sfdph.org</u>>

Subject: RE: DPH [DHRPSC0005164] submitted for Union Review

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

Hello -

SEIU 1021 objects to this PSC and demands meet and confer.

Please send us proposed dates and times to meet. Thank you.

Regards,

Carey Dall SEIU Local 1021 Cell (415) 717-9604

From: CCSF IT Service Desk < ccsfdt@service-now.com>

Sent: Wednesday, April 30, 2025 4:21 PM

To: <u>L21pscreview@ifpte21.org</u>; <u>nikole.trainor@sfdph.org</u>; PSCreview < <u>PSCreview@seiu1021.org</u>>;

reanna.albert@sfdph.org

Subject: DPH [DHRPSC0005164] submitted for Union Review

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.

Hello 790 - SEIU, Local 1021, Misc, 021 - Prof & Tech Eng, Local 21 union representatives,

DPH is requesting your review of PSC [DHRPSC0005164]. Please see relevant details of this request below and in the attached document(s). Should you have any questions or objections, please state them by replying all to this email by 2025-06-29.

PSC Summary

=============

Record Number: DHRPSC0005164 v 0.01

Description of Proposed Work: Community Health Equity and Promotion (CHEP) Program Administration Services

Request Type: New

Approval Type: CSC Approval **CSC Review Reason(s): Solution** ≪CSC Approval by Amount

Submitting Department: DPH

Dept PSC Coordinator: Reanna Albert

Dept PSC Coordinator Email: <u>reanna.albert@sfdph.org</u> **Dept PSC Coordinator Phone:** +1 (415) 557-6693

PSC Amount: \$4,800,000.00 PSC Duration (months): 48

Funding Source(s): Federal Funds, State Funds, City Funds

Special Funding Circumstances: This initiative is primarily funded by CDC (Centers for Disease Control and Prevention) Federal and State grants, which require subcontracting with community based organizations (CBOs) that serve priority populations to address health disparities. A Program Administrator ensures grant compliance, expands funding access for grassroots organizations, and provides essential fiscal and operational support. **Scope of Work:** Contractor will provide general program administration services, financial management and reporting, performance and quality management, management of subcontractor agreements, and as-needed recruitment, onboarding and human resource management. Contractor will also staff public health positions specific to achieving the goals of the Community Health Equity and Promotion (CHEP) programs.

Job Class(es): 1842 - Management Assistant, 2589 - Health Program Coordinator 1, 2119 - Health Care Analyst

PSC Justification(s)

Services requiring specialized expertise, knowledge experience

Ref:TIS5846854_JwJyOo5ZfDIJGqLFdBpx

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPH

Submitted By: Reanna Albert

Department Coordinator: Kelly Hiramoto,

kelly.hiramoto@sfdph.org

Project Manager: Farahnaz Farahmand

ServiceNow Number: DHRPSC0005426

Version: 0.01

Version Type: New

Brief description of proposed work: The Crisis Stabilization Unit (CSU) and Hospital Diversion (HD) Program offer 23-hour crisis care and short-term residential support to stabilize high-risk youth ages 6–18 experiencing severe mental health crises. Designed to reduce psychiatric hospitalizations, these programs operate 24/7 and provide immediate, family-centered interventions. CSU services include crisis assessment, stabilization, and discharge planning and the setting is authorized as a 5585 (involuntary hold) receiving center. Hospital Diversion is 24/7 and clients average a 3 week stay with limited option to step down to partial services Monday-Friday. Services include board/care, assessment, crisis stabilization, individual/family/group therapy, case management, collateral.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$25,000,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 60

Funding

Funding Source: Federal Funds, State Funds, City Funds

Special circumstances related to funding: Yes

Explain the special circumstances: Services must be medically necessary and meet Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) standards; Provider must be licensed or certified with county Mental Health Plan, must coordinate with mobile crisis units, behavioral health, healthcare, law enforcement, and social services.

Scope of Work

Clearly describe scope and detail the services to be performed: The Crisis Stabilization Unit (CSU) provides short-term crisis stabilization services lasting less than 24 hours. The CSU provides comprehensive psychiatric evaluation, therapeutic intervention, medication support, and discharge planning. The multidisciplinary team works closely with families and partner agencies to stabilize youth and connect them with ongoing care.

Services are delivered using evidence-based practices, along with de-escalation strategies. When discharge barriers arise - such as unavailable placements or caregiver delays - staff coordinate with caregivers, county services, and hospitals to find appropriate solutions. If youth cannot safely return home or to a community setting, they may be referred to the HD program or, when necessary, transferred to inpatient care under a WIC (Welfare and Institutions Code) 5585 hold.

The Hospital Diversion (HD) program provides short-term, 24/7 residential care for youth ages 12–17 experiencing acute behavioral health crises, including suicidal ideation, aggression, or significant family distress. HD offers intensive clinical support serving as either an alternative to psychiatric hospitalization or a step-down from inpatient care. Services include comprehensive psychiatric and trauma-informed assessments, medication evaluation and management, family support, and skill-building interventions to help youth stabilize and safely return to home or community-based settings. It includes an option for limited number of youth to step down to a partial hospital program where they have programming Monday through Friday but do not stay overnight and on weekends.

Why are these services required and what are the consequences of denial?: The CSU functions as the San Francisco County Receiving Center WIC (Welfare and Institutions Code) 5151 for youth who are placed on a WIC 5150/5585.5 civil commitment hold in San Francisco County. These services are required to meet federal EPSDT (Early and Periodic Screening, Diagnostic, and Treatment) obligations, which mandate that Medi-Cal provide all medically necessary care to beneficiaries under 21, including crisis intervention. They are also essential to prevent unnecessary psychiatric hospitalization, reduce emergency room utilization, and ensure timely, appropriate care in the least restrictive setting. Denial or lack of access to these services can result in legal noncompliance, worsened mental health outcomes, higher system costs, and increased reliance on law enforcement or institutional care.

The HD program is not legally mandated, but all counties are required to provide timely, medically necessary crisis services for youth. HD programs are often used to fulfill that responsibility and avoid higher-cost, more restrictive levels of care.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 1

Why have you not hired City employees to perform the services?: It is cost prohibitive for Children, Youth and Families System of Care (CYF) to acquire the facility and equipment required to operate a CSU and HD at this time, particularly given that the city's most urgent need is for inpatient psychiatric beds; accordingly, CYF is prioritizing resources to address this higher level of care.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: No

Will any contracts under this PSC require Board of Supervisors approval: Yes

Provide details related to contracts for which BOS approval will be required?: Board of Supervisors approval is required.

Justification

- **Q1** Are there any regulatory or legal requirements supporting outsourcing of this work?: No
- **Q2** Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- Q4 Does City lacks necessary facilities/equipment?: Yes
- Q4a) What facilities or equipment does the City lack that contractor possesses?: CSU and HD programs in California must operate in licensed facilities that meet state and Medi-Cal certification requirements. These programs must provide a safe, secure, and youth-appropriate environment with continuous visual monitoring, private spaces for assessments, and accessible bathrooms. Facilities must be staffed by a multidisciplinary team, including licensed mental health professionals and nursing staff, with 24/7 availability if operating around the clock. Physical space must support therapeutic services and ensure separation between children and adult clients. Facilities must also comply with life safety codes. The DPH Children, Youth and Families (CYF) System of Care does not have a facility that meets these qualifications.

Does the dept plan to acquire the facilities/equipment to perform the services?: No **Explain why:** It is cost prohibitive for CYF to acquire the facility and equipment required to operate a CSU and HD at this time, particularly given that the city's most urgent need is for inpatient psychiatric beds; accordingly, CYF is prioritizing resources to address this higher level of care.

CYF is in the early planning stages of building a new 12-bed psychiatric inpatient facility at Zuckerberg San Francisco General Hospital (ZSFG) to serve adolescents ages 12 – 17 who are experiencing acute mental health crisis. This facility would not open any earlier than FY 2027-28. In addition, part of the continuum at ZSFG will include a separate Partial Hospital Program (Monday through Friday but not overnight/weekends).

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 2587 - Health Worker 3, 2930 - Behavioral Health Clinician, 2320 - Registered Nurse, 2586 - Health Worker 2, 2328 - Nurse Practitioner, 2242 - Sr Psychiatric Physician Spec, 2932 - Sr Behavioral Health Clinicn, 0923 - Manager II, 2931 - Marriage, Family & Child Cnslr, 0922 - Manager I

Labor Unions: 351 - Municipal Exec Assoc-Misc, 164 - Physician/Dentists 8-CC, UAPD, 791 - SEIU 1021 Staff & Per Diem RNs, 790 - SEIU, Local 1021, Misc

Labor Union Email Addresses: staff@sfmea.com, pking@uapd.com, PSCreview@seiu1021.org, epeterson@cirseiu.org, abush@cirseiu.org, snaranjo@cirseiu.org, emathurin@cirseiu.org, PSCreview@seiu1021.org

Union Review Sent On: 5/23/2025 **Union Review End Date:** 7/22/2025

Union Review Duration Met On: 7/22/2025

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

Instructions:
Step 1: Complete the fields below.
Step 3: Unpload and save this template to your desktop.
Step 2: Complete the fields below.
Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other contracts executed by your department for the services now being requested with this PSC submission. The list of contracts should be limited to those executed within the last three years, measured from the date of the PSC submission. The Commission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those other contracts.

Dept Acronym:	DPH
Dept Name:	Department of Public Health
PSC Coordinator Name:	Reanna Albert
PSC Coordinator Email:	reanna.albert@sfdph.org
PSC ServiceNow Record Number:	DHRPSC0005426

PS Contract ID	Contract Start Date	Contract End Date	Contract Not to Exceed Amount \$ 9,554,807	PSC ServiceNow Record Number (If PSC approval was obtained)	Brief Description of Services Rendered
PS Contract ID 1000030382	Contract Start Date 10/01/2023	09/30/2025	\$ 9,554,807	46987-16/17	Intensive services for behavioral health, assessment, and acute intervention

San Francisco Department of Public Health



Daniel Tsai Director of Health

DATE: July 23, 2025

TO: Suzanne Choi, Citywide PSC Coordinator, DHR

FROM: Reanna Albert, PSC Coordinator, Department of Public Health

RE: DHRPSC0005426 v 0.01 Crisis Stabilization Unit (CSU) and Hospital Diversion (HD)

Program

Summary of Union Objection:

On June 30, 2025, DPH met with the Union of American Physicians and Dentists (UAPD) to discuss this PSC. The union's objection focused on why the department isn't using civil service physicians for the CSU and HD services. The department responded to the union's follow-up questions on July 7, 2025, and followed up again on July 22, 2025 to ask if there were any remaining questions or concerns but has not yet received a response.

On July 1, 2025 DPH met with SEIU Local 1021; they asked why the services cannot be performed by their members and objected to the five year term of the contract and asked that it be reduced. DPH agreed to reduce the duration from 5 years to 4 years and reduce the amount from \$25,000,000 to \$20,000,000. SEIU provided waiver on July 1, 2025.

We appreciate your time and consideration. Please let us know if you need further information. I can be reached at <u>reanna.albert@sfdph.org</u>.



RE: [In-person] DPH & SEIU: PSC 5426 Crisis Stabilization Unit (CSU) and Hospital Diversion (HD) Program

Organizer Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Meeting time This event occurred 1 hour ago (Tue 7/1/2025 10:00 AM - 11:00 AM)

Location 1380 Howard Street, Room 522 (Farah's office)

My response Accepted

Required attendees Daniel Becker, Farahmand, Farahnaz (DPH), Dubois, Jeff (DPH), Nguyen, My Lan Do (DPH)

Optional attendees McCarthy, Katherine (DPH)

Message sent Tue 7/1/2025 11:02 AM

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Thank you. Yes, this is what we talked about. We also discussed the fact that DPH is trying to bring in similar services to SFGH. It was mentioned that DPH staff could perform some of the services provided by this contractor once they are in place, and that we will meet in 4 years to discuss the feasibility of bringing some of this work inhouse.

Thanks, Daniel

Daniel Becker Field Representative SEIU Local 1021 350 Rhode Island, Suite 100 South Bldg., San Francisco, CA 94103

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Tuesday, July 1, 2025 10:45 AM

To: Daniel Becker <Daniel.Becker@seiu1021.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>

Cc: McCarthy, Katherine (DPH) <katherine.r.mccarthy@sfdph.org>

Subject: Re: [In-person] DPH & SEIU: PSC 5426 Crisis Stabilization Unit (CSU) and Hospital Diversion (HD) Program

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

Hi Daniel.

Thank you for meeting with us this morning. Reaching out to ask if you can provide written waiver for this PSC based on our agreement to reduce the term to 4 years and the amount to \$20,000,000.

Original PSC Revised PSC

\$25,000,000	\$20,000,000
5 years	4 years

Thanks, Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator SFDPH Office of Contracts Management & Compliance 101 Grove Street, Room 410

San Francisco, CA 94102

reanna.albert@sfdph.org

628-271-6178

From: Albert, Reanna (DPH)

Sent: Wednesday, June 4, 2025 4:27 PM

To: Daniel Becker < Daniel. Becker @seiu1021.org >; Farahmand, Farahnaz (DPH) < farahnaz.farahmand@sfdph.org >;

Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>; Nguyen, My Lan Do (DPH) < mylando.nguyen@sfdph.org>

Cc: McCarthy, Katherine (DPH) < katherine.r.mccarthy@sfdph.org

Subject: [In-person] DPH & SEIU: PSC 5426 Crisis Stabilization Unit (CSU) and Hospital Diversion (HD) Program

When: Tuesday, July 1, 2025 10:00 AM-11:00 AM. Where: 1380 Howard Street, Room 522 (Farah's office)

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 282 457 646 311

Passcode: Zc3Vr9KG

Dial in by phone

+1 415-906-4659,,267978537# United States, San Francisco

Find a local number

Phone conference ID: 267 978 537#

For organizers: Meeting options | Reset dial-in PIN



Re: DPH [DHRPSC0005426] submitted for Union Review

From Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Date Tue 6/10/2025 9:47 AM

To Pierre King - UAPD <pking@UAPD.com>; Daniel Becker <Daniel.Becker@seiu1021.org>

Cc Graham, Ardis (HRD) <ardis.graham@sfgov.org>; abush@cirseiu.org <abush@cirseiu.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; epeterson@cirseiu.org <epeterson@cirseiu.org>; snaranjo@cirseiu.org <snaranjo@cirseiu.org>; Moye, Laura (DPH) <laura.moye@sfdph.org>; emathurin@cirseiu.org <emathurin@cirseiu.org>; Salazar, Diana (DPH) <diana.salazar@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>

I want to clarify that we will meet with UAPD virtually, but maintain our in person meeting with SEIU.

@Daniel Becker I will follow up shortly to confirm the date for our meeting with SEIU.

Thanks, Reanna

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Tuesday, June 10, 2025 9:38 AM **To:** Pierre King - UAPD < pking@UAPD.com>

Cc: Graham, Ardis (HRD) <ardis.graham@sfgov.org>; Daniel Becker <Daniel.Becker@seiu1021.org>; abush@cirseiu.org <abush@cirseiu.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; epeterson@cirseiu.org <eneranjo@cirseiu.org <snaranjo@cirseiu.org>; Moye, Laura (DPH) <laura.moye@sfdph.org>; emathurin@cirseiu.org <emathurin@cirseiu.org>; Salazar, Diana (DPH) <diana.salazar@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>

Subject: Re: DPH [DHRPSC0005426] submitted for Union Review

Hi Pierre,

No problem, we can accommodate a virtual meeting. Do any of these times work for you?

6/24 - 3:30pm 6/27 - 3:30pm 6/30 - 11:00am

Thanks, Reanna

From: Pierre King <pking@uapd.com> Sent: Monday, June 9, 2025 6:26 PM

To: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Cc: Graham, Ardis (HRD) <ardis.graham@sfgov.org>; Daniel Becker <Daniel.Becker@seiu1021.org>; abush@cirseiu.org <abush@cirseiu.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; epeterson@cirseiu.org <snaranjo@cirseiu.org <snaranjo@cirseiu.org>; Moye, Laura

(DPH) <laura.moye@sfdph.org>; emathurin@cirseiu.org <emathurin@cirseiu.org>; Salazar, Diana (DPH) <diana.salazar@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>

Subject: Re: DPH [DHRPSC0005426] submitted for Union Review

Good evening Reanna,

Thank you for providing DPH's perspective. I fully understand and respect the department's interest in holding this meeting in person.

As I've previously mentioned, if my schedule permitted me to attend this meeting in person in San Francisco, I would certainly do so. However, due to scheduling constraints, I'm unavailable for an inperson meet-and-confer at this time.

Therefore, the UAPD kindly requests the opportunity to hold this meeting virtually. We appreciate your flexibility and understanding regarding this request.

Please let me know if DHR is able to accommodate a virtual meeting.

Thanks again for your cooperation.

Best regards,

Pierre King
Labor Representative/Organizer
Union of American Physicians and Dentists
pking@uapd.com
(707) 515-0574 cell

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On Mon, Jun 9, 2025 at 3:19 PM Albert, Reanna (DPH) < reanna.albert@sfdph.org wrote:

Hi Pierre,

Thanks for following up with Ardis. Just to share from DPH's side- we would really appreciate the opportunity to meet in person. We're requesting in person meetings with all our union partners for a consistent approach moving forward.

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator SFDPH Office of Contracts Management & Compliance 101 Grove Street, Room 410 San Francisco, CA 94102 reanna.albert@sfdph.org

628-271-6178

From: Pierre King < pking@uapd.com Sent: Monday, June 9, 2025 10:43 AM

To: Albert, Reanna (DPH) < reanna.albert@sfdph.org>; Graham, Ardis (HRD) < ardis.graham@sfgov.org>
Cc: Daniel Becker < Daniel.Becker@seiu1021.org>; abush@cirseiu.org < abush@cirseiu.org>; Farahmand,
Farahnaz (DPH) < farahnaz.farahmand@sfdph.org>; epeterson@cirseiu.org < epeterson@cirseiu.org>; snaranjo@cirseiu.org < snaranjo@cirseiu.org>; Moye, Laura (DPH) < laura.moye@sfdph.org>; emathurin@cirseiu.org < emathurin@cirseiu.org>; Salazar, Diana (DPH) < diana.salazar@sfdph.org>; PSCreview < PSCreview@seiu1021.org>

Subject: Re: DPH [DHRPSC0005426] submitted for Union Review

Good morning,

I'm following up directly with Ardis regarding the directive you received. Given DHR's consistent past practice of holding meet-and-confer sessions virtually, I'm seeking clarification on why this particular situation would require a change.

I'll let you know once I receive a response.

On Thu, Jun 5, 2025 at 11:23 AM Albert, Reanna (DPH) < reanna.albert@sfdph.org wrote: Thanks Daniel. @Pierre King - UAPD will 6/30 or 7/1 at 10:00am work for you?

From: Daniel Becker < <u>Daniel.Becker@seiu1021.org</u>>

Sent: Thursday, June 5, 2025 10:49 AM

To: Albert, Reanna (DPH) < reanna.albert@sfdph.org>; Pierre King - UAPD < pking@UAPD.com>

Cc: <u>abush@cirseiu.org</u> <<u>abush@cirseiu.org</u>>; Farahmand, Farahnaz (DPH) <<u>farahnaz.farahmand@sfdph.org</u>>; <u>epeterson@cirseiu.org</u>>; <u>snaranjo@cirseiu.org</u> <<u>snaranjo@cirseiu.org</u>>; Moye, Laura (DPH) <<u>laura.moye@sfdph.org</u>>; <u>emathurin@cirseiu.org</u> <<u>emathurin@cirseiu.org</u>>; Salazar, Diana (DPH) <<u>diana.salazar@sfdph.org</u>>; PSCreview <<u>PSCreview@seiu1021.org</u>>

Subject: RE: DPH [DHRPSC0005426] submitted for Union Review

6/30 and 7/1 could work for me.

Daniel Becker Field Representative SEIU Local 1021

350 Rhode Island, Suite 100 South Bldg., San Francisco, CA 94103

From: Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Sent: Wednesday, June 4, 2025 4:17 PM

To: Daniel Becker < <u>Daniel.Becker@seiu1021.org</u>>; Pierre King - UAPD < pking@UAPD.com>
Cc: <u>abush@cirseiu.org</u>; Farahmand, Farahnaz (DPH) < <u>farahnaz.farahmand@sfdph.org</u>>;
<u>epeterson@cirseiu.org</u>; <u>snaranjo@cirseiu.org</u>; Moye, Laura (DPH) < <u>laura.moye@sfdph.org</u>>;
<u>emathurin@cirseiu.org</u>; Salazar, Diana (DPH) < <u>diana.salazar@sfdph.org</u>>; PSCreview
< <u>PSCreview@seiu1021.org</u>>

Subject: Re: DPH [DHRPSC0005426] submitted for Union Review

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Hi Daniel and Pierre,

Thank you for reaching out regarding the PSC for Crisis Stabilization Unit and Hospital Diversion. We'd like to meet in-person at **101 Grove Street at 10:00am on any of the following dates.**

June 30 July 1 July 7 July 8

Please let me know what works best for you.

Thanks, Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator
SFDPH Office of Contracts Management & Compliance
101 Grove Street, Room 410
San Francisco, CA 94102
reanna.albert@sfdph.org
628-271-6178

From: Daniel Becker < <u>Daniel.Becker@seiu1021.org</u>>

Sent: Monday, June 2, 2025 12:41 PM

To: Pierre King - UAPD < pking@UAPD.com">pking@UAPD.com; DT Service Now (TIS) < ccsfdt@service-now.com>

Cc: <u>abush@cirseiu.org</u> <<u>abush@cirseiu.org</u>>; Farahmand, Farahnaz (DPH) <<u>farahnaz.farahmand@sfdph.org</u>>; <u>epeterson@cirseiu.org</u> <<u>epeterson@cirseiu.org</u>>; <u>snaranjo@cirseiu.org</u> <<u>snaranjo@cirseiu.org</u>>; <u>staff@sfmea.com</u>>; Moye, Laura (DPH) <<u>laura.moye@sfdph.org</u>>; <u>emathurin@cirseiu.org</u> <<u>emathurin@cirseiu.org</u>>; Salazar, Diana (DPH) <<u>diana.salazar@sfdph.org</u>>;

PSCreview < PSCreview@seiu1021.org; Hiramoto, Kelly (DPH) < kelly.hiramoto@sfdph.org; Albert, Reanna

(DPH) < reanna.albert@sfdph.org>

Subject: RE: DPH [DHRPSC0005426] submitted for Union Review

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SEIU 1021 would also like to meet and confer over this PSC.

Thanks, Daniel

Daniel Becker Field Representative SEIU Local 1021

350 Rhode Island, Suite 100 South Bldg., San Francisco, CA 94103

From: Pierre King < pking@uapd.com>
Sent: Friday, May 23, 2025 8:27 PM

To: CCSF IT Service Desk <ccsfdt@service-now.com>

Cc: abush@cirseiu.org; farahnaz.farahmand@sfdph.org; epeterson@cirseiu.org; snaranjo@cirseiu.org;

<u>staff@sfmea.com</u>; <u>laura.moye@sfdph.org</u>; <u>emathurin@cirseiu.org</u>; <u>diana.salazar@sfdph.org</u>; <u>PSCreview</u> < PSCreview@seiu1021.org >; kelly.hiramoto@sfdph.org</u>; reanna.albert@sfdph.org

Subject: Re: DPH [DHRPSC0005426] submitted for Union Review

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.

The UAPD would like to meet and confer over this PSC. Please let me know when we can meet.

Best regards,

Pierre King Labor Representative/Organizer Union of American Physicians and Dentists <u>pking@uapd.com</u> (707) 515-0574 cell

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On Fri, May 23, 2025 at 4:05 PM CCSF IT Service Desk < ccsfdt@service-now.com> wrote:

Hello 790 - SEIU, Local 1021, Misc, 791 - SEIU 1021 Staff & Per Diem RNs, 164 - Physician/Dentists 8-CC, UAPD, 351 - Municipal Exec Assoc-Misc union representatives,

DPH is requesting your review of PSC [DHRPSC0005426]. Please see relevant details of this request below and in the attached document(s). **Should you have any questions or objections, please state them by replying all to this email by 2025-07-22.**

PSC Summary

==============

Record Number: DHRPSC0005426 v 0.01

Description of Proposed Work: The Crisis Stabilization Unit (CSU) and Hospital Diversion (HD) Program offer 23-hour crisis care and short-term residential support to stabilize high-risk youth ages 6–18 experiencing severe mental health crises. Designed to reduce psychiatric hospitalizations, these programs operate 24/7 and provide immediate, family-centered interventions. CSU services include crisis assessment, stabilization, and discharge planning and the setting is authorized as a 5585 (involuntary hold) receiving center. Hospital Diversion is 24/7 and clients average a 3 week stay with limited option to step down to partial services Monday-Friday. Services include board/care, assessment, crisis stabilization, individual/family/group therapy, case management, collateral.

Request Type: New

Approval Type: CSC Approval

CSC Review Reason(s):



Submitting Department: DPH

Dept PSC Coordinator: Kelly Hiramoto

Dept PSC Coordinator Email: kelly.hiramoto@sfdph.org

PSC Amount: \$25,000,000.00 PSC Duration (months): 60

Funding Source(s): Federal Funds, State Funds, City Funds

Special Funding Circumstances: Services must be medically necessary and meet Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) standards; Provider must be licensed or certified with county Mental Health Plan, must coordinate with mobile crisis units, behavioral health, healthcare, law enforcement, and social services.

Scope of Work: The Crisis Stabilization Unit (CSU) provides short-term crisis stabilization services lasting less than 24 hours. The CSU provides comprehensive psychiatric evaluation, therapeutic intervention, medication support, and discharge planning. The multidisciplinary team works closely with families and partner agencies to stabilize youth and connect them with ongoing care. Services are delivered using evidence-based practices, along with de-escalation strategies. When discharge barriers arise - such as unavailable placements or caregiver delays - staff coordinate with caregivers, county services, and hospitals to find appropriate solutions. If youth cannot safely return home or to a community setting, they may be referred to the HD program or, when necessary, transferred to inpatient care under a WIC (Welfare and Institutions Code) 5585 hold. The Hospital Diversion (HD) program provides short-term, 24/7 residential care for youth ages 12-17 experiencing acute behavioral health crises, including suicidal ideation, aggression, or significant family distress. HD offers intensive clinical support serving as either an alternative to psychiatric hospitalization or a step-down from inpatient care. Services include comprehensive psychiatric and trauma-informed assessments, medication evaluation and management, family support, and skill-building interventions to help youth stabilize and safely return to home or community-based settings. It includes an option for limited number of youth to step down to a partial hospital program where they have programming Monday through Friday but do not stay overnight and on weekends.

Job Class(es): 2930 - Behavioral Health Clinician, 2931 - Marriage, Family & Child Cnslr, 2932 - Sr Behavioral Health Clinicn, 2586 - Health Worker 2, 2587 - Health Worker 3, 2320 - Registered Nurse, 2328 - Nurse Practitioner, 2242 - Sr Psychiatric Physician Spec, 0922 - Manager I, 0923 - Manager II

PSC Justification(s)

==========



Service for which City lacks the necessary facilities/equipment

Ref:TIS5892938_xGyRa9riT25vQedT6mPq

In Solidarity,

Pierre King

Union Representative / Organizer Union of American Physicians and Dentists; AFSCME Local 206 (707) 515-0574 cell (okay to text)

pking@uapd.com

https://www.uapd.com

https://www.uapd.com/join/ <---Become a UAPD member today!</pre>

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

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPH **ServiceNow Number:** DHRPSC0005440

Submitted By: Jeff Dubois **Version:** 0.01

Department Coordinator: Kelly Hiramoto, **Version Type:** New

kelly.hiramoto@sfdph.org

Project Manager: Yoonjung Kim

Brief description of proposed work: Provide residential services in a community setting for adults and older adults with serious and persistent mental illness and/or other behavioral health needs who may also have chronic medical conditions and/or cognitive impairments or dementia.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$53,000,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 36

Funding

Funding Source: City Funds

Special circumstances related to funding: Yes

Explain the special circumstances: Proposition C (Homelessness Gross Receipts Tax) funding can only be used for programs that serve people experiencing or at risk of homelessness who have behavioral health needs.

Scope of Work

Clearly describe scope and detail the services to be performed: Provide residential services in a community setting for adults and older adults with serious and persistent mental illness or other behavioral health needs who may also have chronic medical conditions and/or cognitive impairments or dementia. Services include meals, assistance with activities of daily living, medication support, daily activities that may include social and vocational rehabilitation, housekeeping, access to medical care, and administration/program management. Facility

operators will provide residential support for individuals who recently completed a treatment program and are waiting for independent housing, as well as individuals – including people experiencing homelessness – who need support, supervision, and/or socialization to maintain housing stability. The services must be provided in a facility that is licensed by the Department of Social Services Community Care Licensing in compliance with California Code of Regulations, Title 22, Division 6, Chapters 6 or 8.

Why are these services required and what are the consequences of denial?: Residential Care Facilities provide supportive services and opportunities for skill-building for clients with serious and persistent mental illness and/or other behavioral health needs. The timely availability of Residential Care Facility placements is crucial for reducing the utilization of higher levels of medical and/or behavioral health care and serving DPH clients in the least restrictive setting possible. In addition, Residential Care Facilities provide housing stability for clients who are currently residing in lower levels of care that are unable to meet their complex care needs (for example, people whose chronic medical conditions, cognitive impairments, and/or dementia become too complex for them continue to live independently).

Denial of these services could result in individuals remaining in inappropriate residential settings, worsening of behavioral health and/or physical health conditions, or returning to homelessness. This impairs clients' wellness recovery and could result in increased utilization of higher-cost emergency and acute services, such as 911/ambulance use, emergency rooms, and inpatient hospital days. Health impacts would include a higher incidence of chronic illness and death among DPH clients.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 6

Why have you not hired City employees to perform the services?: To promote the integration of people with behavioral health conditions into community-based living settings and encourage participation in community-based services, the City partners with Residential Care Facility operators to provide services in neighborhood locations. The City does not operate standalone residential care facilities in neighborhood locations.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: No

Will any contracts under this PSC require Board of Supervisors approval: Yes

Provide details related to contracts for which BOS approval will be required?: Board of Supervisors approval is required.

Justification

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

Q2 - Does performing these services cause a conflict of interest?: No

Q3 - Are these proprietary services City is not authorized to do?: No

Q4 - Does City lacks necessary facilities/equipment?: Yes

Q4a) What facilities or equipment does the City lack that contractor possesses?: For the vast majority of Residential Care Facility placements for adults and older adults with serious and persistent mental illness and/or other behavioral health needs, the City partners with community providers who own or lease their own Residential Care Facilities in neighborhood settings. The City must work with these partners to ensure there are sufficient residential care beds in the community to meet the City's needs.

Does the dept plan to acquire the facilities/equipment to perform the services?: Yes Provide plan and timeline to secure what is required to perform the services: To meet the growing need for Residential Care Facility services among adults and older adults with serious and persistent mental illness and/or other behavioral health needs, the City purchased a former Residential Care Facility in 2024. The City will continue to pursue additional opportunities as funding and appropriate sites become available, including a planned purchase of an additional Residential Care Facility in summer 2025.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 2305 - Psychiatric Technician, 2587 - Health Worker 3, 2583 - Home Health Aide, 2593 - Health Program Coordinator 3, 2930 - Behavioral Health Clinician, 2314 - Behavioral Health Team Leader, 2303 - Certified Nursing Assistant, 2591 - Health Program Coordinator 2, 2586 - Health Worker 2, 2548 - Occupational Therapist, 2312 - Licensed Vocational Nurse, 2585 - Health Worker 1, 2589 - Health Program Coordinator 1, 2588 - Health Worker 4

Labor Unions: 021 - Prof & Tech Eng, Local 21, 250 - SEIU 1021, 790 - SEIU, Local 1021, Misc

Labor Union Email Addresses: L21pscreview@ifpte21.org, PSCreview@seiu1021.org,

PSCreview@seiu1021.org

Union Review Sent On: 5/23/2025 **Union Review End Date:** 7/22/2025

Union Review Duration Met On: 7/22/2025

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

structions

Step 1: Download and save this template to your desktop.

Step 2: Complete the fields below.

Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

executed by your department for the services now being requested with this PSC submission. The list of contracts should be limited to those executed within the last three years, measured from the date of the PSC Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other contracts submission. The Commission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those other contracts.

Other than completing the blank fields below and adding row at the bottom, do not change or alter this template.

Dept Acronym:	ррн
Dept Name:	Public Health
PSC Coordinator Name:	Reanna Albert
PSC Coordinator Email:	<u>reanna.albert@sfdph.org</u>
PSC ServiceNow Record No.: DHRPSC0005440	DHRPSC0005440

Brief Description of Services Rendered	Odyssey House - Adult Residential Facility: NTE for 7/1/2022 - 6/30/2025	Broderick Street - Adult Residential Facility: NTE for 7/1/2022 - 6/30/2025	Rehabilitative Board & Care	Rehabilitative Board & Care	Rehabilitative Board & Care	Check-writing for RCF/E: NTE for 7/1/2022 - 6/30/2025			
PSC ServiceNow Record Number (if PSC approval was obtained)	40587-17/18, 49869-17/18	9,419,904 41068-14/15, 40587-17/18	9,932,675 44755-15/16	5,597,200 44755-15/16	44755-15/16	41183-19/20			
Contract Not to Exceed Amount	,859				8,993,040	\$ 45,521,282 41183-19/20			
Contract End Date	27	\$ 207/30/90	\$ 000/30/5056 \$	12/31/2024 \$	\$ \$ \$ \$	\$ 200/30/90			
Contract Start Date		07/01/2018	07/01/2024	07/01/2023	07/01/2021	01/01/2021			
PS Contract ID	1000009940	1000010838	1000032999	1000030486	1000021416	1000018756			

San Francisco Department of Public Health



Daniel Tsai Director of Health

DATE: July 24, 2025

TO: Suzanne Choi, Citywide PSC Coordinator, DHR

FROM: Reanna Albert, PSC Coordinator, Department of Public Health

RE: Request for Calendaring for August 18, 2025 Civil Service Commission Meeting:

DHRPSC0005440 Residential Services for Adults and Older Adults

This is to respectfully request that the above PSC be included for the Civil Service Commission meeting on August 18, 2025. The PSC was submitted May 23, 2025 and the 60-day union notification period ended July 22, 2025. Below is a summary of the Department's ongoing communications with SEIU Local 1021.

PSC	Union Notification End Date	Summary
DHRPSC0005440	7/22/25	 5/23/25: PSC was submitted and SEIU was notified 6/11/25: Union objected 7/2/25: DPH responded to Request for Information (RFI) 7/8/25: Meeting with union was held A follow-up meeting is pending for the first week of August

We appreciate your time and consideration. Please let us know if you need further information. I can be reached at reanna.albert@sfdph.org.

San Francisco Department of Public Health



Daniel Tsai Director of Health

DATE: July 24, 2025

TO: Suzanne Choi, Citywide PSC Coordinator, DHR

FROM: Reanna Albert, PSC Coordinator, Department of Public Health

RE: DHRPSC0005440 v 0.01 Residential Services for Adults and Older Adults

Summary of Union Objection:

On July 8, 2025, DPH met with the SEIU Local 1021 to discuss this PSC. The union's objection focused on how they believe the PSC will be contracting out services currently provided by City staff at the Behavioral Health Center (BHC). They are concerned about the proposed relocation of the BHC program to a community-based organization without a clear justification, timeline for reopening, or guarantee that current staff will retain equivalent roles. SEIU emphasized that the current City-run program is successful and that the proposed changes may reduce service quality. A second meeting with the union is pending for the first week of August.

We appreciate your time and consideration. Please let us know if you need further information. I can be reached at reanna.albert@sfdph.org.

<u>SEIU Request for Information: PSC 5440 – Residential Services for Adults and Older Adults with Mental Illness and/or Behavioral Health Needs</u>

- 1. The names of vendors and contracts used previously to contract out these services, and a copy of the contracts with the associated vendors.
 - Baker Places: CID 1000009940 (Odyssey House only)
 - Richmond Area Multi-Services (RAMS): CID 1000010838 (Broderick Street Residential only)
 - Crestwood Behavioral Health: CID 1000009324 (American River, Vallejo and Hope only)
 - A&A Health Services: CID 1000021416 (FY23), 1000030486 (FY24), and 1000032999 (FY25)
- 2. All invoices and DPH performance evaluations for services rendered by vendors to whom these services were contracted out.

Provided as an attachment for contracts in Q1.

- 3. The city classifications, departments or entities that performed these services in the past.
 - 2303 (Certified Nursing Assistant)
 - 2305 (Psychiatric Technician)
 - 2312 (Licensed Vocational Nurse)
 - 2314 (Behavioral Health Team Leader)
 - 2548 (Occupational Therapist)
 - 2583 (Home Health Aide)
 - 2585 (Health Worker I)
 - 2586 (Health Worker II)
 - 2587 (Health Worker III)
 - 2588 (Health Worker IV)
 - 2589 (Health Program Coordinator I)
 - 2591 (Health Program Coordinator II)
 - 2593 (Health Program Coordinator III)
 - 2930 (Behavioral Health Clinician)
- 4. Any department documents including strategic plans, department policies and procedures, legal and funding requirements, audits, etc that led to the decision to contract out these services.

The department isn't clear how this is relevant to the PSC. Can SEIU please provide clarification on the relevance?

5. A list of department decision makers who determined the need to contract out these services.

The department believes this question is outside the scope of the PSC review process.

6. Any feasibility studies and department assessments done to confirm that these services cannot be performed by civil service employees in the past, present or future.

No formal feasibility studies or department assessments of this nature have been conducted.

7. Vacancy report for all SEIU classifications in your department that may perform this work or may perform this work along with the contractor selected.

Job		Funded Permanent	Vacant Permanent	Vacancy Rate -
Code	Job Code and Title	FTEs	FTEs	Permanent FTE
	2303-Certified Nursing			
2303	Assistant	499.3	-26.9	-5.4%
2305	2305-Psychiatric Technician	45.5	4.1	9.0%
	2312-Licensed Vocational			
2312	Nurse	176.7	13.7	7.8%
	2314-Behavioral Health			
2314	Team Leader	21.7	0.9	4.2%
2583	2583-Home Health Aide	35.1	0.1	0.4%
2585	2585-Health Worker 1	35.1	8.3	23.8%
2586	2586-Health Worker 2	173.9	27.4	15.8%
2587	2587-Health Worker 3	199.4	24.4	12.3%
2588	2588-Health Worker 4	44.5	7.0	15.7%
	2930-Behavioral Health			
2930	Clinician	234.1	-6.4	-2.7%

8. Evaluation metrics and impact analysis conducted to assess the contractors' performance and service deliverables.

DPH contracts with community-based Adult Residential Facilities (ARFs) and Residential Care Facilities for the Elderly (RCFEs), which are monitored through a Utilization Review process on a regular basis by the Behavioral Health Services (BHS) – Residential System of Care (RSOC) team. Each client admitted to a facility into a contracted bed is reviewed

at least every 30 days by the BHS-RSOC Care Coordinator. The Care Coordinator monitors ongoing treatment and progress toward treatment goals, including step-down (lower level of care) or step-up (higher level of care) discharge as soon as clinically appropriate at monthly Utilization Review meetings with the facility treatment team. RSOC staff also make on-site visits on a monthly and as-needed basis for compliance monitoring.

Additionally, SF DPH's quality assurance for contracted ARFs and RCFEs builds upon the state monitoring system by the California Department of Social Services – Community Care Licensing Division (CCLD), the state licensing board for ARFs and RCFEs. The CCLD is required to inspect all licensed facilities at least once every five years, with a random sample of 30% of facilities inspected annually. These audits, or inspections, are aimed at ensuring that facilities comply with state laws and regulations to protect the health, safety, and well-being of residents.

- 9. The specific DPH behavioral health programs, and any other DPH programs or systems of care, that will be supported by the vendor.
 - Baker Places: Odyssey House, Adult Residential Facility (10 beds), located at 484 Oak Street, San Francisco
 - Richmond Area Multi-Services: Broderick Street Residential Program, Adult Residential Facility (33 beds), located at 1421 Broderick Street
 - A&A Health Services: Two Adult Residential Facilities Victoria's House (46 beds)
 located at 658 Shotwell Street in San Francisco and A&A San Pablo (10 beds)
 - Crestwood Behavioral Health: Two Adult Residential Facilities and one Residential Care Facilities located outside of San Francisco (approximately 20 beds).
 - Existing Adult Residential Facilities and Residential Care Facilities for the Elderly that currently accept DPH clients under Memoranda of Agreement (MOA) and a checkwriting arrangement (approximately 410 beds).
 - New Adult Residential Facility and Residential Care Facility for the Elderly at 601/624 Laguna Street in San Francisco (approximately 90 beds).
- 10. The total number of staff the vendor will be employing under this PSC.

ARF and RCFE services are contracted on a daily bed rate. The staff ratio at facilities may change based on client needs.

11. The status of contract negotiations with the chosen vendors.

We plan to transition some ARF/RCFE providers from Memoranda of Agreement (MOAs) to standard professional services agreements. The negotiations with each provider will take place after this PSC is approved by the Civil Service Commission.

Re: SEIU Local 1021 post-meeting memo on PSC 5440/BHC privatization

From Wright, Jonathan (HRD) < jonathan.wright@sfgov.org>

Date Tue 7/15/2025 9:13 AM

- To Nato Green <nato.green@seiu1021.org>; Rivera, Diana (HRD) <diana.rivera@sfgov.org>
- Cc Oumar Fall <oumar.fall@seiu1021.org>; Elizabeth Travelslight <Elizabeth.Travelslight@seiu1021.org>; Graham, Ardis (HRD) <ardis.graham@sfgov.org>; McCaleb, Claire (HRD) <claire.mccaleb@sfgov.org>; Rhoe, Ronnie (HRD) <ronnie.rhoe@sfgov.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Almeida, Angelica (DPH) <angelica.almeida@sfdph.org>; Kirkpatrick, Kelly (DPH) <kelly.kirkpatrick@sfdph.org>; Torres, Joan (DPH) <joanpauline.torres@sfdph.org>; Li, Charisse (DPH) <charisse.li@sfdph.org>; Vallin, Armando (DPH) <armando.vallin@sfdph.org>; Carey Dall <Carey.Dall@seiu1021.org>; Edelman, David (DPH) <david.edelman@sfdph.org>; Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Kaleekal, John (DPH) <john.kaleekal@sfdph.org>; Calderon, Luis (DPH) <luis.calderon@sfdph.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; Kim, Yoonjung (DPH) <yoonjung.kim@sfdph.org>; Albert, Reanna (DPH) <reanna.albert@sfdph.org>

Good morning Nato,

I am writing to confirm receipt of your email providing the Union's position regarding PSC 5440 and the planned conversion of the BHC.

DHR will work to provide information responsive to your request for "documentation that the Mayor (not any designee) directly and expressly confirmed compliance with paragraph 93 and 95 with respect to PSC 5440 prior to May 23, 2025 when it was sent to the Union."

In the meantime, the City is requesting clarification regarding several of your statements. Please consider this a formal request for information and provide responsive information as soon as possible. Please see our three questions below in blue:

- 1. The services provided at the BHC are successful and there is no operational necessity to privatize them. Further, it will be operationally easier to move the current workforce with the patients to the new location.
 - Which provision(s) of either SEIU MOU (Citywide or RN), the MMBA (CA Govt Code Sections 3500-3511), or relevant PERB decisions that provides SEIU the authority to determine operational necessity on behalf of the City and County of San Francisco?
- 2. The City's plan would require a lay off the current workforce, involuntarily reassigning them into vacancies, and meeting and conferring with the Union to impasse or agreement about the decision and effects at every stage.

Please explain how SEIU believes involuntary reassignment requires a layoff; specifically, the meaning of layoff as defined in the relevant MOUs and Civil Service rules?

Additionally, which provision(s) of either SEIU MOU (Citywide or RN), the MMBA (CA Govt Code Sections 3500-3511), or relevant PERB decisions provides SEIU the authority to meet and confer

over the decision to 1) implement a reassignment (voluntary or involuntary) or 2) implement reduction in force resulting in layoff due to lack of work or funds?

The City will consider the Union's proposal and provide a response in a subsequent communication.

Regarding a subsequent meeting to continue discussing the conversion of the BHC, you, Diana Rivera, and I are discussing scheduling in an alternate email thread. I have offered to curtail my upcoming vacation (as I know you currently are by sending this communication), to meet remotely on August 5, 2025. I will be unable to meet in-person until the week of August 11, 2025. Please advise if SEIU has reconsidered the City's offer to meet on August 5.

Yours truly,



Connecting People with Purpose

Jonathan T. Wright
Assistant Employee Relations Director

Department of Human Resources One South Van Ness Ave., 4th Floor San Francisco, CA 94103 Website: www.sfdhr.org

From: Nato Green <nato.green@seiu1021.org>

Date: Tuesday, July 15, 2025 at 08:06

To: Rivera, Diana (HRD) < diana.rivera@sfgov.org>, Wright, Jonathan (HRD)

<jonathan.wright@sfgov.org>

Cc: Oumar Fall < oumar.fall@seiu1021.org>, Elizabeth Travelslight

<Elizabeth.Travelslight@seiu1021.org>, Graham, Ardis (HRD) <ardis.graham@sfgov.org>,

McCaleb, Claire (HRD) <claire.mccaleb@sfgov.org>, Rhoe, Ronnie (HRD)

<ronnie.rhoe@sfgov.org>, Kim, Luenna (DPH) <luenna.kim@sfdph.org>, Williams, Ramon
(DPH) <ramon.williams@sfdph.org>, Almeida, Angelica (DPH) <angelica.almeida@sfdph.org>,

Kirkpatrick, Kelly (DPH) <kelly.kirkpatrick@sfdph.org>, Torres, Joan (DPH)

<joanpauline.torres@sfdph.org>, Li, Charisse (DPH) <charisse.li@sfdph.org>, Vallin, Armando (DPH) <armando.vallin@sfdph.org>, Carey Dall <Carey.Dall@seiu1021.org>, Edelman, David (DPH) <david.edelman@sfdph.org>, Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>, Kaleekal, John (DPH) <john.kaleekal@sfdph.org>, Kirkpatrick, Kelly (DPH) <kelly.kirkpatrick@sfdph.org>,

Calderon, Luis (DPH) <luis.calderon@sfdph.org>, Nguyen, My Lan Do (DPH) <mylando nguyen@sfdph.org>, Kim, Yooniung (DPH) <yooniung kim@sfdph.org>, Albei

<mylando.nguyen@sfdph.org>, Kim, Yoonjung (DPH) <yoonjung.kim@sfdph.org>, Albert,
Reanna (DPH) <reanna.albert@sfdph.org>, David Canham <david.canham@seiu1021.org>

Subject: SEIU Local 1021 post-meeting memo on PSC 5440/BHC privatization

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

Dear DPH/CCSF Administration Partners,

The parties met on July 8, 2025 at 101 Grove pursuant to the meet and confer process provided for in Article IIC—Subcontracting of Work of the MOU between the City & County of San Francisco and SEIU Local 1021 Citywide regarding PSC 5440 Residential Services. In this Personnel Service Contract ("PSC"), the Department of Public Health seeks authorization for \$53 million over three years for residential treatment services.

In the meeting the Union stated that we do not object to the portion of the PSC that renews existing contracts with Community Based Organizations ("CBOs") provided that the City reverses its plan to contract out the services currently provided by City employees at the Behavioral Health Center ("BHC") as part of relocating those services to new buildings on Laguna Street. Further, the Union is willing to support the proposal to relocate services provided that the bargaining unit positions are maintained in the relocation.

The services provided at the BHC are successful and there is no operational necessity to privatize them. Further, it will be operationally easier to move the current workforce with the patients to the new location. The City's plan would require a lay off the current workforce, involuntarily reassigning them into vacancies, and meeting and conferring with the Union to impasse or agreement about the decision and effects at every stage.

The Union stated that there is a version of the plan in which the current workers are relocated with the patients and there is a later process to create new positions when the renovations of the BHC building are complete. The Union would enthusiastically support this plan. Or the City can proceed with the privatization plan as proposed, which the Union will vigorously oppose. The City has a management right to relocate operations for construction and renovation, as has been done with Tom Waddell clinics, MXM, SF General Hospital itself, Laguna Honda, Jail Health Services, etc., but such relocations have never been accompanied by the wholesale privatization of the service. This is unprecedented, which is an additional reason why the Union will oppose the City's proposal to the fullest extent.

Moreover, the proposed plan violates the MOU, Article IIC including but not limited to paragraphs 90-95, 108, 111-112. Because the contracts proposed are new contracts that would entail the elimination of current positions, elimination of current bargaining unit work, and new contracts for services on Laguna Street that would serve no purpose but lowering labor costs, There is an absolute bar in the MOU with respect to the portion of PSC 5440 that deals with privatizing existing work when relocating patients and services from the BHC to a new location. These provisions of the MOU are enforceable through the grievance and arbitration process as well as the meet and confer process.

Without waiving the Union's right to request more information, bargain over every matter within the scope of representation, or raise other challenges, please provide documentation that the Mayor (not any designee) directly and expressly confirmed compliance with paragraph 93 and 95 with respect to PSC 5440 prior to May 23, 2025 when it was sent to the Union. If the City does not agree to the Union's proposal to maintain the current bargaining unit work with the relocation of services, please provide dates to occur on August 5 or later for the Union to meet in person with the Mayor pursuant to paragraph 95.

Nato Green Collective Bargaining Coordinator SEIU Local 1021 Pronouns: he/him Mobile: (415) 412-1982

From: Rivera, Diana (HRD) < diana.rivera@sfgov.org>

Sent: Monday, July 14, 2025 12:44 PM **To:** Nato Green <nato.green@seiu1021.org>

 $\textbf{Cc:} \ \ Oumar. Fall @ SEIU1021.ORG>; Elizabeth Travelslight < Elizabeth. Travelslight @ seiu1021.org>; \\$

Graham, Ardis (HRD) <ardis.graham@sfgov.org>; Wright, Jonathan (HRD) <jonathan.wright@sfgov.org>; McCaleb, Claire (HRD) <claire.mccaleb@sfgov.org>; Rhoe, Ronnie (HRD) <ronnie.rhoe@sfgov.org>; Kim, Luenna (DPH) <luenna.kim@sfdph.org>; Williams, Ramon (DPH) <ramon.williams@sfdph.org>; Almeida, Angelica (DPH) <angelica.almeida@sfdph.org>; Kirkpatrick, Kelly (DPH) <kelly.kirkpatrick@sfdph.org>; Torres, Joan (DPH) <joanpauline.torres@sfdph.org>; Li, Charisse (DPH) <charisse.li@sfdph.org>
Subject: City of SF Response # 2 to SEIU 1021 Request for Information Dated May 29, 2025

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

Hi Nato,

Please find attached the City's response #2 to SEIU 1021's request for information dated May 29, 2025.

Additionally, the City received and is working on the Unions request for information submitted on June 26, 2025.



Diana Rivera | (she, her, ella)
Employee Relations Representative
Department of Human Resources
One South Van Ness Avenue, 4th Floor
San Francisco, CA 94103
Website: www.sfdhr.org



Re: DPH [DHRPSC0005440] submitted for Union Review

From Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Date Wed 7/2/2025 1:37 PM

To Carey Dall <Carey.Dall@seiu1021.org>

Cc Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Kim, Yoonjung (DPH) <yoonjung.kim@sfdph.org>; Kirkpatrick, Kelly (DPH) <kelly.kirkpatrick@sfdph.org>; Wright, Jonathan (HRD) <jonathan.wright@sfgov.org>; Rivera, Diana (HRD) <diana.rivera@sfgov.org>; Edelman, David (DPH) <david.edelman@sfdph.org>; Kaleekal, John (DPH) <john.kaleekal@sfdph.org>; Vallin, Armando (DPH) <armando.vallin@sfdph.org>; Calderon, Luis (DPH) <luis.calderon@sfdph.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>; Dawkins, Brandon (DPH)
brandon.dawkins@sfdph.org>; Ocon, Laura (DPH) <laura.ocon@sfdph.org>; Genevieve Vigil <Genevieve.Vigil@seiu1021.org>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>

Hi Carey,

Thank you for letting us know. We'll cancel the meeting for 7/8.

We appreciate you coordinating a standing time for Mondays and Tuesdays moving forward. We're eager to meet with you and are happy to work around a time that works best for you and your team. Please let us know once you've identified a standing day and time.

Thanks, Reanna

From: Carey Dall <Carey.Dall@seiu1021.org>
Sent: Wednesday, July 2, 2025 11:38 AM

To: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Cc: Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Kim, Yoonjung (DPH) <yoonjung.kim@sfdph.org>; Kirkpatrick, Kelly (DPH) <kelly.kirkpatrick@sfdph.org>; Wright, Jonathan (HRD) <jonathan.wright@sfgov.org>; Rivera, Diana (HRD) <diana.rivera@sfgov.org>; Edelman, David (DPH) <david.edelman@sfdph.org>; Kaleekal, John (DPH) <john.kaleekal@sfdph.org>; Vallin, Armando (DPH) <armando.vallin@sfdph.org>; Calderon, Luis (DPH) <luis.calderon@sfdph.org>; Nguyen, My Lan Do (DPH) <mylando.nguyen@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>; Dawkins, Brandon (DPH)
brandon.dawkins@sfdph.org>; Ocon, Laura (DPH) <laura.ocon@sfdph.org>; Genevieve Vigil <Genevieve.Vigil@seiu1021.org>; Duncan, Joseph (DPH) <joseph.duncan@sfdph.org>

Subject: RE: DPH [DHRPSC0005440] submitted for Union Review

Hi Reanna -

We are not available on 7/8.

Furthermore, I am working with my team to identify a standing time for Mondays and Tuesdays that work for their schedules.

At this point, my only availability next week is Thursday afternoon starting at 230pm.

Otherwise, thank you for the information in response to our RFI.

Regards, Carey

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Wednesday, July 2, 2025 10:57 AM **To:** Carey Dall <Carey.Dall@seiu1021.org>

Cc: Dubois, Jeff (DPH) <jeff.dubois1@sfdph.org>; Kim, Yoonjung (DPH) <yoonjung.kim@sfdph.org>; Kirkpatrick, Kelly (DPH) <kelly.kirkpatrick@sfdph.org>; PSCreview <PSCreview@seiu1021.org>; Wright, Jonathan (HRD)

<jonathan.wright@sfgov.org>; Rivera, Diana (HRD) <diana.rivera@sfgov.org>; Edelman, David (DPH)

<david.edelman@sfdph.org>; Kaleekal, John (DPH) <john.kaleekal@sfdph.org>; Vallin, Armando (DPH)

<armando.vallin@sfdph.org>; Calderon, Luis (DPH) <luis.calderon@sfdph.org>; Nguyen, My Lan Do (DPH)

<mylando.nguyen@sfdph.org>

Subject: Re: DPH [DHRPSC0005440] submitted for Union Review

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

Hi Carey,

Please see the attached responses and supporting documents to the RFI for PSC 5440 - Residential Services for Adults and Older Adults with Behavioral Health Needs. If you have additional questions, please let us know. We look forward to meeting with you on 7/8.

Thanks, Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator SFDPH Office of Contracts Management & Compliance 101 Grove Street, Room 410 San Francisco, CA 94102 reanna.albert@sfdph.org 628-271-6178

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Wednesday, June 18, 2025 9:44 AM **To:** Carey Dall < carey.dall@seiu1021.org>

Cc: Dubois, Jeff (DPH) < jeff.dubois1@sfdph.org>; Kim, Yoonjung (DPH) < yoonjung.kim@sfdph.org>; Kirkpatrick,

Kelly (DPH) < kelly.kirkpatrick@sfdph.org; PSCreview < pscreview@seiu1021.org

Subject: Fw: DPH [DHRPSC0005440] submitted for Union Review

Hi Carey,

Thank you for your message. We are working on response to your RFI.

We'd like to schedule a meeting with you during our standing time at 10:00am on Tuesday, 7/8. I'll send a calendar invite for a meeting at 101 Grove.

Thanks, Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator SFDPH Office of Contracts Management & Compliance 101 Grove Street, Room 410 San Francisco, CA 94102 reanna.albert@sfdph.org 628-271-6178

From: Carey Dall < Carey.Dall@seiu1021.org>
Sent: Wednesday, June 11, 2025 11:22 AM

To: DT Service Now (TIS) <<u>ccsfdt@service-now.com</u>>; <u>L21pscreview@ifpte21.org</u> <<u>L21pscreview@ifpte21.org</u>>; Dubois, Jeff (DPH) <<u>jeff.dubois1@sfdph.org</u>>; Kim, Yoonjung (DPH) <<u>yoonjung.kim@sfdph.org</u>>; PSCreview <<u>PSCreview@seiu1021.org</u>>; Hiramoto, Kelly (DPH) <<u>kelly.hiramoto@sfdph.org</u>>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>

Subject: RE: DPH [DHRPSC0005440] submitted for Union Review

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

Hello -

SEIU 1021 objects to this PSC and demands meet and confer. Please let us know what dates and times you are available.

Meanwhile, we request the following information before we meet:

- The names of vendors and contracts used previously to contract out these services, and a copy of the contracts with the associated vendors.
- All invoices and DPH performance evaluations for services rendered by vendors to whom these services were contracted out.
- The city classifications, departments or entities that performed these services in the past.
- Any department documents including strategic plans, department policies and procedures, legal and funding requirements, audits, etc that led to the decision to contract out these services.
- A list of department decision makers who determined the need to contract out these services.
- Any feasibility studies and department assessments done to confirm that these services cannot be performed by civil service employees in the past, present or future.
- Vacancy report for all SEIU classifications in your department that may perform this work or may perform this work along with the contractor selected.
- Evaluation metrics and impact analysis conducted to assess the contractors' performance and service deliverables.
- The specific DPH behavioral health programs, and any other DPH programs or systems of care, that will be supported by the vendor.
- The total number of staff the vendor will be employing under this PSC.
- The status of contract negotiations with the chosen vendors.

Thank you.

Sincerely,

Carey Dall SEIU Local 1021 Cell (415) 717-9604

From: CCSF IT Service Desk < ccsfdt@service-now.com>

Sent: Friday, May 23, 2025 7:30 PM

To: L21pscreview@ifpte21.org; jeff.dubois1@sfdph.org; yoonjung.kim@sfdph.org; PSCreview

< <u>PSCreview@seiu1021.org</u>; kelly.hiramoto@sfdph.org
Subject: DPH [DHRPSC0005440] submitted for Union Review

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.

Hello **250 - SEIU 1021, 790 - SEIU, Local 1021, Misc, 021 - Prof & Tech Eng, Local 21** union representatives, DPH is requesting your review of PSC [DHRPSC0005440]. Please see relevant details of this request below and in the attached document(s). **Should you have any questions or objections, please state them by replying all to this email by 2025-07-22.**

PSC Summary

Record Number: DHRPSC0005440 v 0.01

Description of Proposed Work: Provide residential services in a community setting for adults and older adults with serious and persistent mental illness and/or other behavioral health needs who may also have chronic medical conditions and/or cognitive impairments or dementia.

Request Type: New

Approval Type: CSC Approval **CSC Review Reason(s): SCSC Approval by Amount**

Submitting Department: DPH

Dept PSC Coordinator: Kelly Hiramoto

Dept PSC Coordinator Email: kelly.hiramoto@sfdph.org

PSC Amount: \$53,000,000.00
PSC Duration (months): 36
Funding Source(s): City Funds

Special Funding Circumstances: Proposition C (Homelessness Gross Receipts Tax) funding can only be used for programs that serve people experiencing or at risk of homelessness who have behavioral health needs.

Scope of Work: Provide residential services in a community setting for adults and older adults with serious and persistent mental illness or other behavioral health needs who may also have chronic medical conditions and/or cognitive impairments or dementia. Services include meals, assistance with activities of daily living, medication support, daily activities that may include social and vocational rehabilitation, housekeeping, access to medical care, and administration/program management. Facility operators will provide residential support for individuals who recently completed a treatment program and are waiting for independent housing, as well as individuals – including people experiencing homelessness – who need support, supervision, and/or socialization to maintain housing stability. The services must be provided in a facility that is licensed by the Department of Social Services Community Care Licensing in compliance with California Code of Regulations, Title 22, Division 6, Chapters 6 or 8.

Page 7

Job Class(es): 2303 - Certified Nursing Assistant, 2305 - Psychiatric Technician, 2312 - Licensed Vocational Nurse, 2314 - Behavioral Health Team Leader, 2548 - Occupational Therapist, 2583 - Home Health Aide, 2585 - Health Worker 1, 2586 - Health Worker 2, 2587 - Health Worker 3, 2588 - Health Worker 4, 2589 - Health Program Coordinator 1, 2591 - Health Program Coordinator 2, 2593 - Health Program Coordinator 3, 2930 - Behavioral Health Clinician

PSC Justification(s)

Service for which City lacks the necessary facilities/equipment

Ref:TIS5893094_R2GEZEXbbqqoNwZMP8C9

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPH **ServiceNow Number:** DHRPSC0005510

Submitted By: Reanna Albert **Version:** 0.01

Department Coordinator: Reanna Albert, **Version Type:** New

reanna.albert@sfdph.org

Project Manager: Oleg Korsunsky

Brief description of proposed work: Ongoing maintenance and support of the Metasys Building Management System at Laguna Honda Hospital, including inspections, preventative maintenance, repairs, system modifications, and software/hardware updates.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$2,000,000

Does contract include items other than services?: Yes

- Commodities & Equipment: \$2,000,000

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 60

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Provide ongoing maintenance and upkeep of the Building Management System in use at Laguna Honda Hospital, which is called Metasys, manufactured by Johnson Controls. Metasys controls various pieces of mechanical and electrical equipment throughout the hospital. Services included under this PSC are planned inspections, preventative maintenance, parts and labor for as-needed repairs, systems modifications, software and hardware support and updates, and various other associated services.

Why are these services required and what are the consequences of denial?: These services are core to the effective functioning of Laguna Honda Hospital, as the Metasys system controls essential mechanical and electrical equipment. Ongoing maintenance and support are critical to prevent system failures that could disrupt hospital operations, compromise patient safety, and risk noncompliance with regulatory standards.

Has your department contracted out these services in the last three years?: No

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: Health Commission approval will be required.

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

- Q1 Are there any regulatory or legal requirements supporting outsourcing of this work?:
- Q2 Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- Q4 Does City lacks necessary facilities/equipment?: Yes
- **Q4a) What facilities or equipment does the City lack that contractor possesses?:** The City lacks the specialized tools, equipment, replacement parts, and system upgrades needed to service and maintain the Building Management System.

Does the dept plan to acquire the facilities/equipment to perform the services?: No Explain why: The department does not plan to acquire the necessary facilities or equipment because the Building Management System requires specialized expertise, tools, components, and technical resources that are not available in-house.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 1823 - Senior Administrative Analyst, 1042 - IS Engineer-Journey, 7262 - Maintenance Planner, 1041 - IS Engineer-Assistant, 1044 - IS Engineer-Principal, 1054 - IS Business Analyst-Principal, 1824 - Pr Administrative Analyst, 1043 - IS Engineer-Senior Labor Unions: 021 - Prof & Tech Eng, Local 21, 039 - Stationary Engineers, Local 39 Labor Union Email Addresses: L21pscreview@ifpte21.org, cpark@local39.org

Union Review Sent On: 6/18/2025 **Union Review End Date:** 7/18/2025

Union Review Duration Met On: 7/18/2025





June 24, 2025

Re: Johnson Controls, Inc. Proprietary Systems

Please accept this letter stating the following:

Johnson Controls, Inc.'s **METASYS**® building management system, **P2000** security management system and **Digital Vision Network (DVN)** video management system are proprietary software applications and devices that can only be provided and programmed by Johnson Controls, Inc.-certified technicians.

Please contact me if you have any questions.

Sincerely,

Andrew Aguero Systems Sales Engineer Johnson Controls, Inc. Mobile (510) 600-5175

Alle Aquer

San Francisco Department of Public Health



Daniel Tsai Director of Health

DATE: July 22, 2025

TO: Suzanne Choi, Citywide PSC Coordinator, DHR

FROM: Reanna Albert, PSC Coordinator, Department of Public Health

RE: DHRPSC0005510 v 0.01 Ongoing Maintenance and Support of the Metasys Building

Management System at Laguna Honda Hospital

Summary of Union Objection:

On June 20, 2025, IFPTE Local 21 objected to the PSC citing the department's lack of a clear plan to transition the work back to City staff, and noted the ongoing hiring freeze and budget deficit. They also referenced the Mayor's directives to pause new contracts and reduce spending, and requested detailed information on past hiring efforts, vacancy data, and a transition timeline. On June 30, 2025, the department responded with a proprietary letter from the vendor confirming the services in the PSC are proprietary. On July 7, 2025, Local 21 agreed to waive their objection to the PSC.

We appreciate your time and consideration. Please let us know if you need further information. I can be reached at <u>reanna.albert@sfdph.org</u>.



Re: DPH [DHRPSC0005510] submitted for Union Review

From Emily Wallace <ewallace@ifpte21.org>

Date Mon 7/7/2025 10:47 AM

To Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Cc Rossi, Ron (DPH) <ron.rossi@sfdph.org>; Korsunsky, Oleg (DPH) <oleg.korsunsky@sfdph.org>; L21PSC Review <L21PSCReview@ifpte21.org>; Isen, Carol (HRD) <carol.isen@sfgov.org>; Samuel Favela <sfavela@ifpte21.org>

Hi Reanna,

In light of the attached proprietary letter, the Union agrees to release our objection and this PSC may proceed.

For the Union, Emily

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Date: Monday, June 30, 2025 at 9:25 AM **To:** Emily Wallace <ewallace@ifpte21.org>

Cc: Rossi, Ron (DPH) <ron.rossi@sfdph.org>, Korsunsky, Oleg (DPH)

<oleg.korsunsky@sfdph.org>, L21PSC Review <L21PSCReview@ifpte21.org>, Isen, Carol

(HRD) <carol.isen@sfgov.org>, Samuel Favela <sfavela@ifpte21.org> **Subject:** Re: DPH [DHRPSC0005510] submitted for Union Review

Hi Emily,

Apologies for the late submission of the attached proprietary letter. Please find a letter from the vendor confirming the services in the PSC are proprietary and can only be provided by Johnson Controls. This letter serves as the department's justification for proceeding with this PSC, as these require the vendor's proprietary resources. Please reach out if you have additional questions.

Thanks, Reanna

From: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Sent: Tuesday, June 24, 2025 2:04 PM

To: Emily Wallace <ewallace@ifpte21.org>

Cc: Rossi, Ron (DPH) <ron.rossi@sfdph.org>; Korsunsky, Oleg (DPH) <oleg.korsunsky@sfdph.org>; L21PSC Review <L21PSCReview@ifpte21.org>; Isen, Carol (HRD) <carol.isen@sfgov.org>; Samuel Favela <sfavela@ifpte21.org>

Subject: Re: DPH [DHRPSC0005510] submitted for Union Review

Hi Emily,

Thanks for reaching out. The department will work on the information requested and respond back.

Thanks, Reanna

Reanna Albert (she/her)

Pre-Award Unit Analyst | PSC Coordinator SFDPH Office of Contracts Management & Compliance 101 Grove Street, Room 410

San Francisco, CA 94102

reanna.albert@sfdph.org

628-271-6178

From: Emily Wallace <ewallace@ifpte21.org>

Sent: Friday, June 20, 2025 1:52 PM

To: Albert, Reanna (DPH) < reanna.albert@sfdph.org>

Cc: Rossi, Ron (DPH) <ron.rossi@sfdph.org>; Korsunsky, Oleg (DPH) <oleg.korsunsky@sfdph.org>; L21PSC Review <L21PSCReview@ifpte21.org>; Isen, Carol (HRD) <carol.isen@sfgov.org>; Samuel Favela <sfavela@ifpte21.org>

Subject: Re: DPH [DHRPSC0005510] submitted for Union Review

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

Hi Reanna,

Local 21 objects to this PSC proceeding for Civil Service Commission approval for the following reasons:

- We object as the Department is unable to demonstrate they are in a position to transition the work back
 to the City while there is currently a hiring freeze and historic budget deficit that limits the Department's
 ability to budget for and hire staff needed to transition the PSC work back by the completion of the
 proposed PSC;
- The PSC's responses for a hiring plan and/or transition plan does not provide an adequate explanation for how the Department intends to have this work transitioned back to the City's workforce at the conclusion of the duration of the PSC; and
- Per the Mayor's January 9 Hiring Freeze directive, Departments are to "realign programming and [paus[e] new contracts or programs that not yet been signed or implemented," and per the Mayor's April 17 "Additional Budget Instructions," Departments are to work with the Mayor's Budget Office to "understand all Professional service contracts, with a goal of making a significant reduction in contract spending on existing contracts and upcoming RFPs." We object as the Department should be seeking to pause new contracts and make significant reduction in contract spending in order to meet the Mayor's directives in responding to the City's budget deficit.

If the Department disagrees with these assertions and does not intend to withdraw this PSC, please provide the following information:

- Prior actions taken by the Department to have the work in the PSC request performed by City employees.
- Any feasibility studies and Department assessments that may have been done to confirm that services cannot be performed by civil service employees in the past, now or future.
- Departmental vacancy rates for the listed Local 21 job class[es] addressed in the PSC.
- Vacancy report for all IFPTE Local 21 classifications in your Department that may perform this work or may perform this work along with the contractor selected.
- Confirm if the Department has requested approval from the Mayor's office to hire Local 21
 classifications to perform this work, when that occurred, how many of each job code were requested, if
 those requested positions were approved or denied, and when the Department was informed if they
 were approved or denied.
- Detailed transition plan for how the work to be contracted out will return to the City's workforce, including plans to hire for the affected Local 21 positions and a timeline for how the work will be transitioned back to such positions at the conclusion of the duration of the PSC.

Local 21 reserves the right to request to meet upon receiving this information. Kindly respond to confirm receipt.

For the Union,

Emily Wallace (she/her)

IFPTE Local 21 Representative

Main: (415) 864-2100

Direct: (415) 914-7343

From: CCSF IT Service Desk <ccsfdt@service-now.com>

Sent: Wednesday, June 18, 2025 11:09 AM

To: cpark@local39.org; ron.rossi@sfdph.org; oleg.korsunsky@sfdph.org; L21PSC Review

<L21PSCReview@ifpte21.org>; reanna.albert@sfdph.org

Subject: DPH [DHRPSC0005510] submitted for Union Beyjew

Hello 021 - Prof & Tech Eng, Local 21, 039 - Stationary Engineers, Local 39 union representatives,

DPH is requesting your review of PSC [DHRPSC0005510]. Please see relevant details of this request below and in the attached document(s). **Should you have any questions or objections, please state them by replying all to this email by 2025-07-18.**

PSC Summary

============

Record Number: DHRPSC0005510 v 0.01

Description of Proposed Work: Ongoing maintenance and support of the Metasys Building Management System at Laguna Honda Hospital, including inspections, preventative maintenance, repairs, system modifications, and software/hardware updates.

Request Type: New

Approval Type: CSC Approval CSC Review Reason(s):

SCSC Approval by Amount

Submitting Department: DPH

Dept PSC Coordinator: Reanna Albert

Dept PSC Coordinator Email: <u>reanna.albert@sfdph.org</u> **Dept PSC Coordinator Phone:** +1 (415) 557-6693

PSC Amount: \$2,000,000.00 PSC Duration (months): 60 Funding Source(s): City Funds

Scope of Work: Provide ongoing maintenance and upkeep of the Building Management System in use at Laguna Honda Hospital, which is called Metasys, manufactured by Johnson Controls. Metasys controls various pieces of mechanical and electrical equipment throughout the hospital. Services included under this PSC are planned inspections, preventative maintenance, parts and labor for asneeded repairs, systems modifications, software and hardware support and updates, and various other associated services.

Job Class(es): 1041 - IS Engineer-Assistant, 1042 - IS Engineer-Journey, 1043 - IS Engineer-Senior, 1044 - IS Engineer-Principal, 1823 - Senior Administrative Analyst, 1824 - Pr Administrative Analyst, 1054 - IS Business Analyst-Principal, 7262 - Maintenance Planner

PSC Justification(s)

Service for which City lacks the necessary facilities/equipment

Ref:TIS5942138 ItHoeCDVym3JYLivVpz3

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPH **ServiceNow Number:** DHRPSC0005513

Submitted By: Reanna Albert **Version:** 0.01

Department Coordinator: Reanna Albert, **Version Type:** New

reanna.albert@sfdph.org

Project Manager: Oleg Korsunsky

Brief description of proposed work: Ongoing maintenance and upkeep of the Security System at Laguna Honda Hospital, manufactured by Johnson Controls. The system includes access control points, CCTV (closed circuit television) devices for security monitoring purposes, and various pieces of mechanical and electrical equipment throughout the hospital.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$4,000,000

Does contract include items other than services?: Yes

- Commodities & Equipment: \$4,000,000

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 60

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Provide ongoing maintenance and upkeep of the Security System at Laguna Honda Hospital, manufactured by Johnson Controls. The system includes access control points, CCTV devices for security monitoring purposes, and various pieces of mechanical and electrical equipment throughout the hospital. Services include comprehensive care and repair for Access Control Field Equipment, including card readers, access control system, locking hardware, power supplies, motion detectors, locking doors, airphone security intercommunications systems intercoms and switches,

access control head-end, panels, and power supplies, servers and software, security workstations and monitors, controller checks, door controllers, standby power supply batteries, controller expansion enclosures, hi-resolution CCTV cameras, exterior housing, integrated PTZ (pan, tilt, and zoom) domes, batteries, video servers and storage, video surveillance network switches, workstations, and monitors, power supplies, duress buttons, emergency call station equipment, and other hardware and software upgrades and repairs needed for various other security related items.

Why are these services required and what are the consequences of denial?: These services are core to the effective functioning of Laguna Honda Hospital, as the security system is essential to maintaining a safe and secure environment for patients, staff, and visitors. Without ongoing maintenance, repairs, and upgrades, the system could fail or degrade, leading to increased safety risks, unauthorized access, and delayed emergency responses, and ultimately compromise hospital operations and patient care.

Has your department contracted out these services in the last three years?: No

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: Health Commission approval will be required.

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

- Q1 Are there any regulatory or legal requirements supporting outsourcing of this work?:
- Q2 Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- Q4 Does City lacks necessary facilities/equipment?: Yes
- **Q4a) What facilities or equipment does the City lack that contractor possesses?:** The City lacks the replacement parts, system upgrades, and specialized tools needed to support Laguna Honda Hospital's security system.

Does the dept plan to acquire the facilities/equipment to perform the services?: No Explain why: The department does not plan to acquire the necessary facilities or equipment because these are highly specialized parts and tools specific to the hospital's security system, which require specialized expertise that is not available in-house.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 1823 - Senior Administrative Analyst, 1042 - IS Engineer-Journey, 7262 - Maintenance Planner, 1041 - IS Engineer-Assistant, 1044 - IS Engineer-Principal, 1054 - IS Business Analyst-Principal, 1824 - Pr Administrative Analyst, 1043 - IS Engineer-Senior Labor Unions: 021 - Prof & Tech Eng, Local 21, 039 - Stationary Engineers, Local 39

Labor Union Email Addresses: L21pscreview@ifpte21.org, cpark@local39.org

Union Review Sent On: 6/18/2025 **Union Review End Date:** 7/18/2025

Union Review Duration Met On: 7/18/2025

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPW **ServiceNow Number:** DHRPSC0005326

Submitted By: Belle Macaranas **Version:** 0.01

Department Coordinator: Belle Macaranas, **Version Type:** New

belle.macaranas@sfdpw.org **Project Manager:** Jacky Ng

Brief description of proposed work: As-Needed LEED and Sustainability Services No. 1

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$16,000,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 84

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Provide independent professional consulting services for Green Building, Leadership in Energy and Environmental Design (LEED) certification of building projects on As-needed basis. Services may include: circular construction, deconstruction, building energy engineering and design, as well as post-construction services, such as building monitoring, commissioning, retro-commissioning, and performance optimization for City projects.

Why are these services required and what are the consequences of denial?: These services are required by SF Environmental Chapter 7 Section 704(b)(2) and the U.S. Green Building Council. These highly specialized consulting services provide objective, technical expertise to

ensure that City projects are designed and constructed to meet the SF Environmental code for municipal projects. Consequences of denial may result in the project's inability to meet City's Green Building Standards (Chapter 7-Green Building Requirements for City Buildings of the San Francisco Environment Code) and may risk non-compliance, delays or increased costs for sustainable/green building performance.

Has your department contracted out these services in the last three years?: No

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: Commission approval required for contracts equal to or exceeds \$230,000 (Minimum competitive amount).

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?: Yes

Q1a) Clearly describe & site the regulatory/legal requirements to support outsourcing: Yes, SF Environment Chapter 7 Section 704(b)(2) addresses Commissioning and requires Enhanced Commissioning for municipal projects pursuing LEED certification. The U.S. Green Building Council (USGBC), which oversees all LEED certifications, establishes that the Commissioning Agent (CxA) cannot be a member of the design team or any one employed by the firm providing the services.

Q2 - Does performing these services cause a conflict of interest?: Yes **Clearly describe the circumstances and the conflict of interest:** San Francisco Environment Code Chapter 7 and the USGBC requires independent third-party commissioning. Due to this requirement the Commissioning Agent must be a separate entity from the design team.

Additional information to support your request (Optional): LEED Fundamental Commissioning and Verification Requirements attached.

Union Notifications

Job Class(es): 5241 - Engineer, 5212 - Engineer/Architect Principal, 5203 - Assistant Engineer, 5211 - Eng/Arch/Landscape Arch Sr, 5268 - Architect, 5266 - Architectural Associate 2, 5207 -

Assoc Engineer, 5265 - Architectural Associate 1 **Labor Unions:** 021 - Prof & Tech Eng, Local 21

Labor Union Email Addresses: L21pscreview@ifpte21.org

Union Review Sent On: 5/1/2025 **Union Review End Date:** 5/31/2025

Union Review Duration Met On: 5/31/2025



ENERGY AND ATMOSPHERE PREREQUISITE

Fundamental Commissioning and Verification

This prerequisite applies to:

New Construction Core and Shell Schools Retail Data Centers
Warehouses and Distribution Centers
Hospitality
Healthcare

INTENT

To support the design, construction, and eventual operation of a project that meets the owner's project requirements for energy, water, indoor environmental quality, and durability.

REQUIREMENTS

Commissioning Process Scope

Complete the following commissioning (Cx) process activities for mechanical, electrical, plumbing, and renewable energy systems and assemblies, in accordance with ASHRAE Guideline 0-2005 and ASHRAE Guideline 1.1–2007 for HVAC&R Systems, as they relate to energy, water, indoor environmental quality, and durability.

Requirements for exterior enclosures are limited to inclusion in the owner's project requirements (OPR) and basis of design (BOD), as well as the review of the OPR, BOD and project design. NIBS Guideline 3-2012 for Exterior Enclosures provides additional guidance.

- · Develop the OPR.
- · Develop a BOD.

The commissioning authority (CxA) must do the following:

- · Review the OPR, BOD, and project design.
- Develop and implement a Cx plan.
- Confirm incorporation of Cx requirements into the construction documents.
- Develop construction checklists.
- · Develop a system test procedure.

- · Verify system test execution.
- · Maintain an issues and benefits log throughout the Cx process.
- · Prepare a final Cx process report.
- · Document all findings and recommendations and report directly to the owner throughout the process.

The review of the exterior enclosure design may be performed by a qualified member of the design or construction team (or an employee of that firm) who is not directly responsible for design of the building envelope.

Commissioning Authority

By the end of the design development phase, engage a commissioning authority with the following qualifications.

- The CxA must have documented commissioning process experience on at least two building projects with
 a similar scope of work. The experience must extend from early design phase through at least 10 months of
 occupancy;
- The CxA may be a qualified employee of the owner, an independent consultant, or an employee of the design or construction firm who is not part of the project's design or construction team, or a disinterested subcontractor of the design or construction team.
 - For projects smaller than 20,000 square feet (1860 square meters), the CxA may be a qualified member of the design or construction team. In all cases, the CxA must report his or her findings directly to the owner.

Project teams that intend to pursue EA Credit Enhanced Commissioning should note a difference in the CxA qualifications: for the credit, the CxA may not be an employee of the design or construction firm nor a subcontractor to the construction firm.

Current Facilities Requirements and Operations and Maintenance Plan

Prepare and maintain a current facilities requirements and operations and maintenance plan that contains the information necessary to operate the building efficiently. The plan must include the following:

- · a sequence of operations for the building;
- · the building occupancy schedule;
- · equipment run-time schedules;
- · setpoints for all HVAC equipment;
- · set lighting levels throughout the building;
- minimum outside air requirements;
- · any changes in schedules or setpoints for different seasons, days of the week, and times of day;
- a systems narrative describing the mechanical and electrical systems and equipment;
- · a preventive maintenance plan for building equipment described in the systems narrative; and
- a commissioning program that includes periodic commissioning requirements, ongoing commissioning tasks, and continuous tasks for critical facilities.

DATA CENTERS ONLY

For small projects with computer room peak cooling loads less than 2,000,000 Btu/h $(600 \, \text{kW})$ or a total computer room peak cooling load less than $600,000 \, \text{Btu/h}$ $(175 \, \text{kW})$, the CxA may be a qualified employee of the design or construction team.

ΕÀ

BEHIND THE INTENT

The commissioning (Cx) process is an integrated set of activities intended to ensure that the project meets both the design intent and the owner's operational needs. An owner's goals and objectives should drive the project team. The value of Cx lies in its power to verify that those goals and objectives are met and that building systems perform as intended.

A properly executed Cx process clearly expresses the owner's project requirements, often leading to fewer change orders and system deficiencies, fewer corrective actions implemented while contractors are on-site, improved planning and coordination, reduced energy consumption during building operation, and overall lower operating costs. Another potential benefit of Cx is occupants' health and comfort because of better temperature and ventilation control. For a mission-critical facility like a data center, the most significant benefit is the reduced risk of information technology (IT) equipment downtime caused by power or cooling system design or performance issues, faulty installation or calibration, or software programming errors that go undetected until after the building is on line.

The qualified commissioning authority (CxA) chosen to represent the owner's needs should be brought in early in the design process. As a third party, the CxA can verify early on that the architects' and engineers' designs meet the owner's project requirements. During the construction phase, the commissioning team, led by the CxA, will verify that contractors install and program the systems correctly according to the design.

STEP-BY-STEP GUIDANCE

STEP 1. DEVELOP OWNER'S PROJECT REQUIREMENTS

The owner, with the help of the design team and other stakeholders, should develop the initial owner's project requirements (OPR) in the predesign stage (see the Integrative Process Credit and Further Explanation, Owner's Project Requirements).

- · This document establishes the owner's goals and the building's intended function and operation.
- The owner will use this document as the foundation for all design, construction, acceptance, and operational decisions.
- The OPR must include all systems to be commissioned plus the building envelope, even if full envelope commissioning is not pursued.

STEP 2. DEVELOP BASIS OF DESIGN

Create a basis of design (BOD) to provide clear technical guidance for the project. Start this in the schematic design phase and update it throughout the design and construction process (see *Further Explanation, Basis of Design*).

- · The BOD is the project team's interpretation of the OPR.
- · Any revisions to the OPR should also be reflected in the BOD so that both documents align.
- The BOD must include all systems to be commissioned plus the building envelope, even if full envelope commissioning is not pursued. The project engineer, architect, structural engineer, and other team members must work together to document building envelope thermal performance, load-bearing capabilities, and construction.

STEP 3. ENGAGE COMMISSIONING AUTHORITY

Identify a CxA with the proper experience and credentials to develop and implement effective commissioning. Though the CxA must be engaged by the design development phase, earlier engagement allows the CxA to be involved in the development of the OPR and BOD and see the design intent through to completion.

- The CxA should have direct experience with at least two similar projects and must have been involved from the early design phase through at least 10 months after occupancy begins (see Further Explanation, Commissioning Authority Qualifications).
- CxA requirements differ depending on the scope and size of the project. The project team should engage a CxA that has appropriate qualifications for the goals of the program.

- The CxA will facilitate and ultimately oversee the Cx process for all systems to be commissioned, including the building envelope, if pursued; additional expertise may be brought in (see Further Explanation, Systems to Be Commissioned).
- Work with the CxA to determine the systems that need to be commissioned for compliance with the OPR and the credit requirements.

STEP 4. DEVELOP PRELIMINARY COMMISSIONING PLAN

Establish a preliminary plan for the Cx to outline the scope of commissioning and systems to be tested (see *Further Explanation, Cx Plan*). •

- Project roles and responsibilities, the commissioning team's project directory, and schedule of commissioning activities should all be included in the Cx plan.
- The Cx plan is a living document that is updated throughout the life of the project and will become the basis for the final commissioning report.

STEP 5. REVIEW OPR, BOD, AND DESIGN DOCUMENTS

The CxA completes a review of the OPR, BOD, and design documents to verify that the program's goals are properly included in the design documents.

- The intent of the review is to have a third party, acting as an advocate for the owner, ensure that the BOD reflects the OPR and that the design documents reflect the BOD and the OPR.
- The review should be conducted on middesign documents so that the project team has time to make any necessary changes.
- Earlier and additional reviews at other project milestones are advisable and often beneficial to project performance but are not required.
- Record the review comments in an issues log that details the drawing set or document version that was used for performing the review (see *Further Explanation, Issues Log*).

STEP 6. DEVELOP CX REQUIREMENTS AND INCORPORATE INTO CONSTRUCTION DOCUMENTS

Before construction begins, develop commissioning requirements based on the systems included in the design and incorporate them into the construction documents.

- Cx specifications inform the contractors of their roles and responsibilities throughout the commissioning process.
- ASHRAE Guideline 0-2005, Table L-1, identifies titles, contents, and scopes for each commissioning-related specification section and may be used as guidance (see Further Explanation, Example Issues Log).

STEP 7. UPDATE OPR, BOD, AND CX PLAN

If necessary, the owner should update the OPR, the design team should update the BOD, and the CxA should update the Cx plan. Items such as design changes, value engineering modifications, new or reassigned team members, or updated operating conditions would warrant an update.

STEP 8. CONDUCT CX KICKOFF MEETING

Assemble the team of stakeholders and hold a kickoff meeting to introduce the team members, review roles and responsibilities, and review all remaining Cx activities. The CxA should provide information on the process and requirements for the following:

- · Installation verification (construction) checklists
- · Functional performance tests
- Issues log
- Team meetings
- · Contractors' and subcontractors' participation on the Cx team
- · Schedule

The CxA should update and redistribute the Cx plan as necessary. The CxA is also responsible for setting up periodic Cx meetings, developing a communication protocol, and managing the schedule for all Cx-related activities.

STEP 9. DEVELOP CONSTRUCTION CHECKLISTS

The CxA, the design team, or the contactor prepares construction checklists (also known as installation verification checklists and prefunctional checklists) for the project.

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- Checklists provide confirmation to the CxA that the systems have been installed, started up, programmed, tested, and balanced, and that the team is ready to proceed with functional testing.
- · In general, contractors are responsible for filling out the checklists and returning them to the CxA.
- Construction checklists must be completed for all equipment, assemblies, and systems included in Cx scope. Sampling strategies are not permitted.

STEP 10. CONDUCT PREFUNCTIONAL INSPECTIONS

Communicate with the contractors to determine the exact schedule for prefunctional inspections to verify proper installation and handling of systems to be commissioned. Several activities that can be considered prefunctional inspections include site visits, field observations, and review of start-up forms, construction checklists, and complete test-and-balance reports.

- The CxA may conduct site visits as necessary to inspect the installation of individual systems and components. Site visits are an important opportunity to observe equipment installation and identify issues before a system becomes difficult to access or change.
- It is good practice to document the site visit findings in a field observation report that is distributed to the relevant parties. The CxA should report any noncompliance to the owner and project team for them to help resolve.
- · The number of site inspections depends on the project's size and scope.

STEP 11. DEVELOP FUNCTIONAL TEST SCRIPTS

The CxA, with the design team or contractor, must write and develop the functional test scripts for the project.

- Functional testing scripts typically follow the sequence of operations developed by the engineer. If a controls contractor created the sequence of operations, the design engineer must approve the controls submittal to ensure it adheres to the BOD.
- Provide contractors and design engineers with the functional tests before testing to allow them the opportunity to review the scripts, verify proper operating modes, and comment on any modifications to match actual operation (see Further Explanation, Functional Performance Tests).

STEP 12. EXECUTE FUNCTIONAL TESTING

Perform functional performance testing once all system components are installed, energized, programmed, balanced, and otherwise ready for operation under part- and full-load conditions.

- Some systems may require deferred or seasonal testing or verification for proper operation in each mode.
- The systems or modes that require seasonal or deferred testing must be noted in the Cx report. A report addendum discusses the deferred testing results can then be issued.
- The functional performance testing follows the functional performance test scripts developed by the CxA in Step 11.
- The CxA generally oversees the testing; the contractors execute the testing.
- Sampling strategies may be implemented for functional testing. An acceptable sampling rate is "10 or 10%," meaning that for multiple units of the same type with the same components and sequences (e.g., fan coil units or variable air volume systems), the commissioning team may test only 10 units or 10% of the units, whichever is greater.
- When possible, include the building engineer or owner in the testing execution to provide training for future operation of the systems.

STEP 13. DOCUMENT FINDINGS

Use the issues log to track any deficiencies discovered and any benefits identified through functional testing.

- The CxA is responsible for documenting the test results and maintaining the issues log.
- Documentation should include the status and responsible party for the correction or improvement actions.

STEP 14. PREPARE CX REPORT

The CxA should write the Cx report after installation inspections and functional performance test verification. The report covers all components of the commissioning process, including the following:

- Executive summary of commissioning process and results, system deficiencies identified and resolution, and outstanding issues
- Project directory

- · Cx process overview
- · Owner's project requirements
- · Basis of design
- · Submittals
- Design review log
- · Cx specifications
- · List of systems commissioned
- · Installation verification checklists
- · Functional performance tests
- · Issues log, detailing open and closed issues

STEP 15. COMPILE CURRENT FACILITY REQUIREMENTS AND OPERATIONS AND MAINTENANCE PLAN

Prepare and maintain a current facility requirements (CFR) and operations and maintenance (O&M) plan that contains the information necessary to operate the building efficiently. This information is covered in the OPR, BOD, and functional test scripts, but more information may be taken from specific submittals or equipment operations and maintenance manuals. The plan must include the following:

- · Sequences of operation for the building
- · Building occupancy schedule
- · Equipment run-time schedules
- · Setpoints for all HVAC equipment
- · Lighting levels throughout the building
- · Minimum outside air requirements
- · Changes in schedules or setpoints for different seasons, days of the week, and times of day
- Systems narrative describing the mechanical and electrical systems and equipment
- · Preventive maintenance plan for building equipment described in the systems narrative
- Cx program that includes periodic Cx requirements, ongoing Cx tasks, and continuous tasks for critical facilities



FURTHER EXPLANATION

SYSTEMS TO BE COMMISSIONED

The rating system refers to commissioning of HVAC&R systems "as they relate to energy, water, indoor environmental quality, and durability." That is, energy- and water-consuming equipment must operate efficiently and according to the design intent and owner's operational needs.

Efficient operations can be defined as the controlling of equipment such that it uses the minimum amount of energy or water to maintain setpoints and comfort levels. Control is generally accomplished via a building automation system and per the sequences of operation, with setpoints that are correct for the design and equipment schedules.

For indoor environmental quality, the equipment must meet the OPR, BOD, and environmental codes and standards. For durability, the equipment must not cause unnecessary wear and tear on the system.

Systems that must be commissioned for this prerequisite include the following:

- · Mechanical, including HVAC&R equipment and controls
- · Plumbing, including domestic hot water systems, pumps, and controls
- Electrical, including service, distribution, lighting, and controls, including daylighting controls
- · Renewable energy systems

The envelope must be covered in the OPR and BOD, but full envelope commissioning is not required unless the project team pursues EA Credit Enhanced Commissioning, Option 2.

Systems that are not required to be commissioned under this prerequisite but may be added to the Cx scope at the request of the owner include the following:

- Envelope
- · Life safety systems
- · Communications and data systems
- · Fire protection and fire alarm systems
- · Process equipment

① COMMISSIONING AUTHORITY (CXA) QUALIFICATIONS

The CxA must have documented commissioning process experience on at least two building projects with a similar scope of work. The experience must extend from early design phase through at least 10 months of occupancy. The similar scope of work may be defined by the size of building, the types of equipment being commissioned, or the function of the space. However, the appropriate or acceptable level of "similar experience" should be defined by the owner. Examples include the following:

- New construction commercial building, less than 100,000 square feet (9 290 square meters), with direct expansion rooftop units.
- New construction commercial building, more than 100,000 square feet (9 290 square meters), with built-up air-handling units and chilled water central plant.
- New construction school, less than 100,000 square feet (9 290 square meters), with mixed-mode ventilation and steam boilers.
- New construction refrigerated warehouse with ammonia chillers for process cooling, solar thermal domestic hot water heating, photovoltaic solar panels and commercial-grade wind turbine.

If the project is pursuing fundamental commissioning only, the CxA may be a qualified employee of the owner, an independent consultant, an employee of the design or construction firm who is not part of the project's design or construction team, or a disinterested subcontractor of the design or construction team. Special circumstances include the following:

- For projects smaller than 20,000 square feet (1860 square meters), the CxA may be a qualified member of the design or construction team.
- If specialized knowledge of specific systems is required (e.g., manufacturing, data centers), the CxA may be a qualified employee of the design or construction team, provided the project has a computer room peak cooling load of less than 2,000,000 Btu/h (600 kW) or a total computer room peak cooling load less than 600,000 Btu/h (175 kW).
- If an owner requires a single contract through one entity (such as a government agency contracting through a general contractor), the CxA may be a qualified employee of the design or construction team for this prerequisite. If the project team is also attempting the enhanced commissioning credit, however, the CxA must be independent of the design or construction firm.

In all cases, the CxA must report findings directly to the owner.

TABLE 1. Who can be the CxA?							
Com	who is	be CxA for					
Can	wno is	fundamental Cx?	enhanced Cx?				
an employee of the architecture or	a member of the design team (e.g., a project architect, engineer, or energy modeler who is also the HVAC designer)	No, unless project is under 20,000 ft² (1 860 m²)	No				
(engineering firm)	not a member of the design team (e.g., a LEED administrator or energy modeler who is not participating in the design)	Yes	No				
a subconsultant to the architecture or	a member of the design team (e.g., a project engineer subcontracted to the architect)	No, unless project is under 20,000 ft² (1 860 m²)	No				
engineering firm	not a member of the design team (e.g., a LEED administrator, Cx specialist, energy modeler)	Yes	Yes				
an employee or subcontractor of the general contractor or construction	a member of the construction team	No, unless project is under 20,000 ft² (1 860 m²)	No				
manager	not a member of the construction team	Yes	No				
(an employee of the owner or an independent consultant contracted to the owner)		Yes	Yes				

• OWNER'S PROJECT REQUIREMENTS

The owner, CxA, and project team must complete the OPR before any contractor submittals for Cx equipment or systems are approved. Ideally, the initial document is completed at the early stages of predesign. Updates during the design and construction process are the primary responsibility of the owner.

The OPR details the functional requirements as well as the expectations of the building's use and operation. The intention is to document the owner's requirements and objectives for the project to verify that those goals are carried through the life of the project. There is no required format; an OPR outline might include the following:

- **Key project requirements.** Items that the Cx process will focus on and that the owner has deemed critical to the project.
- · Occupant requirements. Functions, number of occupants, and schedules for the building.
- Budget considerations and limitations. The expected cost restrictions and considerations for the project's design, construction, and commissioning process.
- Target goals. The owner's overall goals, such as energy efficiency and sustainability.
- **Performance criteria.** The standards by which the project will be evaluated by the Cx team. Each criterion should be measurable and verifiable. Potential topics include general, economic, user requirements, construction process, operations, systems, and assemblies.
- Operations and maintenance requirements. Established criteria for ongoing operations and maintenance, as well as training requirements for personnel.

BASIS OF DESIGN

The design team must document the basis of design before any contractor submittals for commissioned equipment or systems are approved. Updates during the design and construction process are the primary responsibility of the design team.

The BOD explains how the construction and other details will execute the OPR. The intention is to document the thought processes and assumptions behind design decisions made to meet the OPR. There is no required format; a BOD outline might include the following:

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- Systems and assemblies. A general overview of the systems and assemblies and how they are intended to meet the OPR.
- **Performance criteria and assumptions.** The standards that the system was designed to meet and the expectations regarding system operation and maintenance, both linked to the OPR.
- Descriptions. A description of the general building, envelope, HVAC, electrical, water, and other systems, and
 a statement of operation that describes how the facility is expected to operate under various situations and
 modes.
- Governing codes and standards. Specific codes, standards, and guidelines considered during the design of the facility and the designer's response to these requirements.
- · Owner directives. Assumptions regarding usage of the facility.
- Design development guidelines. Concepts, calculations, decisions, and product selections; the specific design methods, techniques, and software used in design; information regarding ambient conditions (climatic, geologic, structural, existing construction) used during design; and specific manufacturer makes and models used as the basis of design for drawings and specifications.
- · Revision history. A summary of changes made throughout the project phases.

⊕ CX PLAN

The commissioning team develops the Cx plan with input from the project team. Updates during the design and construction process are the primary responsibility of the CxA.

The Cx plan begins with a program overview:

- · Goals and objectives
- · General project information
- · Systems to be commissioned

It describes the Cx team:

- · Team members, roles, and responsibilities
- $\bullet \quad \text{Communication protocol, coordination, meetings, and management} \\$

Finally, it summarizes the Cx process activities:

- · Reviewing the OPR
- · Reviewing the BOD
- · Developing systems functional test procedures
- · Verifying system performance
- · Reporting deficiencies and the resolution process
- · Accepting the building systems

•• ISSUES LOG FOR THE DESIGN REVIEW

It is useful to include the following information in the design review issues \log :

- · Date of the review
- · Drawing number or page where the issue was found
- · Comments
- · Party responsible for addressing the issue
- · Response
- Date the issue was closed

• FUNCTIONAL PERFORMANCE TESTS

The functional performance test reports typically have the following sections:

- · Date and time of test
- · Individuals present during testing

- Visual inspection observations. Before testing, the CxA should perform a visual inspection and document any issues or relevant observations.
- Sensor checks. The sensors are checked individually to make sure they are reading properly and are in the correct locations, per the design documents.
- **Device checks.** Each device is checked to verify that it can open, close, modulate, start, stop, energize in stages, etc.
- Operating mode tests. A system is run through each type of operating mode including but not limited to start up, shutdown, capacity modulation, emergency and failure modes, alarm scenarios, occupied mode and unoccupied mode, and interlocks with other equipment.
- **Results.** Indicate whether the system passed, failed, or requires retesting.

PROJECT TYPE VARIATIONS

Data Centers

Select a CxA who meets the credit requirements for commissioning data centers.

The OPR should address the overall energy efficiency goals of the project, including the partial- and full-load power usage effectiveness (PUE). Information on how the data center will be operated and by whom will help ensure quality operation of complex systems. Clear and concise documentation of the BOD—including the cooling systems' level of power, redundancy, reliability, and ability to support data center operations and energy efficiency during preventive or unscheduled maintenance—will help the CxA evaluate performance.

PUE should be evaluated at both start-up and full-load conditions, to correspond to modeled performance. Critical equipment should be tested in both normal and failure modes. Include this information in the final commissioning report. A wide variety of methods may be used to simulate and evaluate whether the system performs as expected. For data centers, it is highly recommended that partial- and full-load testing use commercially available heaters specifically designed for this purpose, to simulate the actual IT equipment's heat load.

District Energy Systems

All downstream equipment is included in the scope of this prerequisite. Such equipment includes heat exchangers, steam pressure reduction stations, pumps, valves, pipes, building electrical services, and controls. All upstream equipment is excluded from the scope of this prerequisite.

⊕ CAMPUS

Group Approach

Submit separate documentation for each building.

Campus Approach

Eligible.



MEMORANDUM

To: Civil Service Commission; Department of Human Resources

Date: July 10, 2025

Project: As-Needed LEED and Sustainability Services No. 1

Subject: Public Works – Summary of Union Objection and Discussion

This memo summarizes the objection we received from Alicia Flores, IFPTE Local 21 Representative, regarding Public Works RFQ As-Needed LEED and Sustainability Services No. 1.

On May 1, 2025, the Union was notified of this PSC request. On May 19, 2025, Local 21 raised concerns about moving forward with externally contracting out the services, mainly citing budget directives and the potential for work to be performed by City staff.

The Department responded to their questions on June 23, 2025, clarifying that these services are required to be done by an independent third party to comply with legal and regulatory standards, and that City staff cannot perform this specialized work.

We followed up on July 7, 2025, to confirm if our responses addressed their concerns. After this, there were no further comments or requests from the union. These discussions extended beyond the required 30-day review period (as outlined in the former Local 21 MOU).

We are now moving forward with scheduling this PSC for Civil Service Commission consideration.

Copies of all related communications with the union are attached for reference.

Attachment: RE_DPW [DHRPSC0005326] Union Communication

Page 101 1 of 1

From: Macaranas, Belle (DPW)

To: Alicia Flores

Cc: Laue, Julia (DPW); Markarian, Melina (DPW); Isen, Carol (HRD); Williams, Hyun (DPW); Chan, Allison (DPW); Ng,

Jacky (DPW); Sy, Don (DPW)

Subject: RE: DPW [DHRPSC0005326] submitted for Union Review

Date: Monday, July 7, 2025 2:54:00 PM

Attachments: image008.png image001.png

Importance: High

Hi Alicia,

I'm following up to see if our response below sufficiently addresses your questions and concerns regarding this PSC request for the **As-Needed LEED and Sustainability Services No.1.**

We hope to proceed with scheduling this item with CSC, so your acknowledgment of this email would be appreciated.

Please let us know if there are any remaining issues or if further clarification is needed.

Thank you for your time and consideration.



San Francisco Public Works | City and County of San Francisco
49 South Van Ness Ave. | San Francisco, CA 94103 | (628) 271-3138 | sfpublicworks.org - twitter.com/sfpublicworks

From: Sy, Don (DPW) <don.sy@sfdpw.org>
Sent: Monday, June 23, 2025 3:34 PM

To: Alicia Flores <aflores@ifpte21.org>; Williams, Hyun (DPW) <hyun.williams@sfdpw.org>; Chan, Allison (DPW) <allison.n.chan@sfdpw.org>; Macaranas, Belle (DPW) <belle.macaranas@sfdpw.org>;

Ng, Jacky (DPW) <jacky.ng@sfdpw.org>; Isen, Carol (HRD) <carol.isen@sfgov.org>

Subject: RE: DPW [DHRPSC0005326] submitted for Union Review

Greetings Alicia,

Thank you for your time in reviewing the subject PSC. Please reconsider allowing this PSC to move forward based on the responses provided below. If you have further questions, please let us know.

 Has the Department sought to hire for positions impacted by this PSC? If so, how many positions have been approved?

To comply with City laws, San Francisco Public Works has not sought to hire positions for

this specific PSC because the work must be performed by an independent third-party consultant. Environment Code Section 701 states the following:

"Green Building Rating System" means an assessment tool, created and managed by a reputable organization in good standing and recognized by the building industry as meeting the standard of care, that includes the following general characteristics, at a minimum:

- · Holistic approach to program requirements, with established and comprehensive sustainability metrics for measuring performance in a range of impact areas, such as energy; environmental justice; human and environmental health; integrative process; materials; site and surrounds; and water;
 - · Independent third-party verification;
- · Mechanism for consistent evaluation and communication of achievement or levels of achievement;
 - · Standardized processes for project data tracking and project team support; and
- · Commitment to continuous improvement with clearly delineated and transparent methods for program updates.

Because the Green Building Rating System verification is required to be performed by an "independent third-party," Public Works is seeking approval of this PSC for a consultant who is highly specialized and can provide objective and technical expertise and to comply with the San Francisco Environment Code.

The consequences of denial of this contract may result in the project's inability to meet City's Green Building Standards (Chapter 7 - Green Building Requirements for City Buildings of the San Francisco Environment Code) and may risk non-compliance, delays or increased costs for sustainable/green building performance. In addition, denial of these valued, specialized asneeded contracts which support the work of our in-house staff could result in project delays and prohibit our in-house staff from completing these projects as required.

- If applicable, can the Department provide the names and classifications of City staff currently assigned to work on projects described in this PSC?
 - Not applicable. These services are required by San Francisco Environment Chapter 7 Section 701 and Section 704(b)(2), as well as the U.S. Green Building Council to be performed by an "independent third-party,". These highly specialized consulting services provide objective, technical expertise to ensure that City projects are designed and constructed to meet the San Francisco Environment Code for municipal projects. We cannot have any internal job classifications that can provide these services as they are required to be performed by "independent third-party."
- Is the Department working with the Mayor's Budget Office to determine if this

contract may move forward as an exception to the Mayor's directive? If so, what justification has been given by the Department and/or MBO for this contract to proceed?

Yes, the Department is working with the Mayor's Budget Office (MBO) to determine whether this contract may proceed as an exception to the Mayor's directive. The nature of this work is required by law and funded by dedicated sources for capital projects. The work under this contract will be funded by project work exclusively as CSOs (Contract Service Orders) whether it be a Bond Project, General Fund project or other sources of funding. The Department outlined that these tasks must be performed by independent third parties to ensure objectivity.

Please note that this particular master as-needed contract and specialty has been in place for over 10 years and is essential to delivering our project in compliance with the San Francisco Environmental Code, the 2022 Green Building Standards Code (CalGreen), San Francisco Green Building Code, 2022 CA Energy Code, Title 24 and the Health Code.

Have other City Departments been contacted for support on this project? If so, which ones?

Chapter 7 of the San Francisco Environment Code requires all buildings in excess of 10,000 square feet or larger are required to obtain LEED Gold certification. To get LEED gold certification, Chapter 7 further requires that the LEED certification be performed by a "independent third-party." Thus, should this PSC not proceed, it would immediately pause hundreds of millions of dollars for capital projects city-wide more many departments, including but not limited to Department of Public Health, Public Library, Municipal Transportation Agency, and the Public Utilities Commission.

For over a decade, it has been a requirement across City agencies to hire Green Building consultants due to the highly specialized nature of the work and the potential conflict of interest when self-performing certain tasks. Building Commissioning and Retro-Commissioning, in particular, are required by the United States Green Building Council (USGBC) to be performed by a third-party to qualify for LEED building certifications. Public Works and other departments have consistently contracted Green Building consultants for at least the past ten years to comply with City & State law.

Thank you,

Don SyContract Administration

San Francisco Public Works | City and County of San Francisco P: (628) 271-3137 | 49 South Van Ness Avenue, Suite 1600 | San Francisco, CA 94103

sfpublicworks.org · twitter.com/sfpublicworks

From: Alicia Flores <aflores@ifpte21.org>
Sent: Monday, May 19, 2025 9:30 AM

To: Williams, Hyun (DPW) < <u>hyun.williams@sfdpw.org</u>>; Chan, Allison (DPW)

<allison.n.chan@sfdpw.org>; Sy, Don (DPW) <don.sy@sfdpw.org>; Macaranas, Belle (DPW)

<<u>belle.macaranas@sfdpw.org</u>>; Ng, Jacky (DPW) <<u>jacky.ng@sfdpw.org</u>>; Isen, Carol (HRD)

<<u>carol.isen@sfgov.org</u>>

Subject: RE: DPW [DHRPSC0005326] submitted for Union Review

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

Hello,

Per Mayor Lurie's January 9, 2025 announcement that:

"The Mayor also directed departments to realign programming and spending with the city's priorities with a focus on evidence and proven results. This includes pausing new contracts or programs that have not yet been signed or implemented."

And the April 17 budget instructions where they've called for further contract reductions:

"Contract reductions: MBO will work with your CFOs to understand all Professional service contracts, with a goal of making a significant reduction in contracts spending on existing contracts and upcoming RFPs."

Local 21 objects to this PSC proceeding for Civil Service Commission approval as it in conflict with the Mayor's directives and budget instructions for the department to reduce contracts due to the current projected budget deficit. If the department intends to proceed with this PSC, Local 21 would like to request the following information:

- Has the Department sought to hire for positions impacted by this PSC? If so, how many positions have been approved?
- If applicable, can the Department provide the names and classifications of City staff currently assigned to work on projects described in this PSC?
- Is the Department working with the Mayor's Budget Office to determine if this contract may move forward as an exception to the Mayor's directive? If so, what justification has been given by the Department and/or MBO for this contract to proceed?
- Have other City Departments been contacted for support on this project? If so, which ones?

Additionally, we want to remind the department that per MOU Article II.E. Subcontracting of Work, paragraph 108: "The City shall not initiate or approve contracting out any routine work currently performed by existing employees represented by the Union." The Union objects to further contracting out of work that could be done by City staff given the current hiring freeze and budget deficit.

Please contact me if you have any questions or if you would like to schedule a time to meet and discuss.

Best,

Alicia Flores (She/her) Representative/Organizer IFPTE Local 21 Direct: 415-914-7342

From: CCSF IT Service Desk <<u>ccsfdt@service-now.com</u>>

Sent: Thursday, May 1, 2025 2:47 PM

To: hyun.williams@sfdpw.org; allison.n.chan@sfdpw.org; don.sy@sfdpw.org;

belle.macaranas@sfdpw.org; L21PSC Review <L21PSCReview@ifpte21.org>; jacky.ng@sfdpw.org

Subject: DPW [DHRPSC0005326] submitted for Union Review

Hello 021 - Prof & Tech Eng, Local 21 union representatives,

DPW is requesting your review of PSC [DHRPSC0005326]. Please see relevant details of this request below and in the attached document(s). Should you have any questions or objections, please state them by replying all to this email by 2025-05-31.

PSC Summary

Record Number: DHRPSC0005326 v 0.01

Description of Proposed Work: As-Needed LEED and Sustainability Services No. 1

Request Type: New

Approval Type: CSC Approval CSC Review Reason(s):

✓ CSC Approval by Amount

Submitting Department: DPW

Dept PSC Coordinator: Belle Macaranas

Dept PSC Coordinator Email: <u>belle.macaranas@sfdpw.org</u>

Dept PSC Coordinator Phone: +1 (628) 271-3138

PSC Amount: \$16,000,000.00PSC Duration (months): 84

Funding Source(s): City Funds

Scope of Work: Provide independent professional consulting services for Green Building, Leadership in Energy and Environmental Design (LEED) certification of building projects on As-needed basis. Services may include: circular construction, deconstruction, building energy engineering and design, as well as post-construction services, such as building monitoring, commissioning, retro-commissioning, and performance optimization for City projects.

Job Class(es): 5265 - Architectural Associate 1, 5266 - Architectural Associate 2, 5268 - Architect, 5203 - Assistant Engineer, 5207 - Assoc Engineer, 5241 - Engineer, 5211 - Eng/Arch/Landscape Arch Sr, 5212 - Engineer/Architect Principal

PSC Justification(s)

Regulatory or legal requirements disallow use of City employees

✓ Conflict of interest disallows use of City employee

Ref:TIS5849069_BShaqRWS6ZBF8GqLBZru

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: DPW **ServiceNow Number:** DHRPSC0005496

Submitted By: Belle Macaranas **Version:** 0.01

Department Coordinator: Belle Macaranas, **Version Type:** New

belle.macaranas@sfdpw.org **Project Manager:** Bernie Tse

Brief description of proposed work: Permitting and Inspections Software-as-a-Service (SaaS)

Implementation, Hosting and Licensing

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$1,650,000

Does contract include items other than services?: Yes

- Cloud-Based Software Licenses and Support (without Professional Services): \$3,350,000

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 108

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Software implementation, hosting/licensing and support services for cloud-based permit and inspection system. Implentation includes, customization/ configuration of the solution, integration with existing systems, data migration, and training.

Why are these services required and what are the consequences of denial?: The current permitting and inspection software is more than 25 years old, was developed in-house using outdated technology and does not accommodate new functionality or easily support new business processes. In most cases, Public Works staff is required to upload permit data into the

system on behalf of applicants who have no visibility on project status throughout the permitting journey. The system doesn't provide modern financial functionality such as just-in-time invoicing, automated payment reminders or account blocks for non-payment and, as such, requires considerable admin staff time on payment collection and invoice clean up efforts. The new Clariti Permitting system offers numerous improvements/enhancements including online permit submissions, real-time permit tracking, a public-facing portal, and connectivity to other City systems to better align with the goals of PermitSF.

Has your department contracted out these services in the last three years?: No

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: Commission approval required for contracts equal to or exceeds \$230,000 (Minimum competitive amount).

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

- Q1 Are there any regulatory or legal requirements supporting outsourcing of this work?:
- Q2 Does performing these services cause a conflict of interest?: No
- **Q3 Are these proprietary services City is not authorized to do?:** Yes. See attached letter from the manufacturer confirming these services must be performed by the manufacturer or an authorized reseller/distributor.

Additional information to support your request (Optional): Please see the attached Sole Source Letter from vendor. Software Agreement, which verifies that the services are proprietary and can only be performed by Clariti Cloud Inc.

Union Notifications

Job Class(es): 1823 - Senior Administrative Analyst, 1052 - IS Business Analyst, 1062 - IS Programmer Analyst, 1061 - IS Program Analyst-Assistant, 1051 - IS Business Analyst-Assistant

Labor Unions: 021 - Prof & Tech Eng, Local 21

Labor Union Email Addresses: L21pscreview@ifpte21.org

Union Review Sent On: 6/18/2025 **Union Review End Date:** 6/28/2025

Union Review Duration Met On: 7/18/2025



MEMORANDUM

To: Civil Service Commission; Department of Human Resources

Date: July 22, 2025

Project: Permitting and Inspections Software-as-a-Service (SaaS) Implementation, Hosting,

and Licensing

Subject: Public Works – Summary of Union Objection and Discussion

This memo summarizes the objection we received from Emily Wallace, IFPTE Local 21 Representative, regarding Public Works' **Permitting and Inspections Software-as-a-Service** (SaaS) Implementation, Hosting, and Licensing PSC request.

On June 18, 2025, the Union was notified of this PSC request. On June 20, 2025, Local 21 raised concerns about moving forward with externally contracting out the services, mainly citing the Mayor's budget directives and questioning whether the work could be performed by City staff.

The Department responded to their questions on July 16, 2025, clarifying that the services to be contracted are proprietary and must be performed by the vendor, while internal City staff will provide day-to-day administrative support. Based on these clarifications and the Department's commitment to assign administrative functions to in-house staff, the Union rescinded its objection on the same day.

We are now moving forward with scheduling this PSC for Civil Service Commission consideration.

Copies of all related communications with the union are attached for reference.

Attachment: RE DPW [DHRPSC0005496] Union Communication

Page 110 1 of 1

From: Macaranas, Belle (DPW)

To: Cc:

Degrafinried, Alaric (DPW): L21PSC Review: Thrasher, Eric (DPW): Tse, Bernie (DPW): Isen, Carol (HRD): Sv. Don (DPW) RE: DPW [DHRPSC0005496] submitted for Union Review - Permitting and Inspections Software Wednesday, July 16, 2025 3:12:00 PM Subject

Date:

Attachn

image001.png image003.png image004.png

Hi Emily,

Thank you for your response and for releasing the objection. We appreciate your review and confirmation that the PSC may proceed.

Belle Macaranas

Contract Administration

San Francisco Public Works | City and County of San Francisco

P: (628) 271-3138 | 49 South Van Ness Avenue, Suite 1600 | San Francisco, 94103 | sfpublicworks.org | twitter.com/sfpulicworks

From: Emily Wallace <ewallace@ifpte21.org>

Sent: Wednesday, July 16, 2025 3:10 PM

To: Macaranas, Belle (DPW) <belle.macaranas@sfdpw.org>

Cc: Degrafinried, Alaric (DPW) <Alaric.Degrafinried@sfdpw.org>; L21PSC Review <L21PSCReview@ifpte21.org>; Thrasher, Eric (DPW) <eric.thrasher@sfdpw.org>;

Subject: Re: DPW [DHRPSC0005496] submitted for Union Review - Permitting and Inspections Software

Thanks for providing the requested information. Based on the proprietary concerns outlined below, as well as the Department's commitment to ensure the administrative day-to $day\ support\ is\ performed\ by\ in-house\ staff,\ the\ Union\ agrees\ to\ release\ our\ objection\ and\ this\ PSC\ may\ proceed.$

For the Union, **Emily Wallace**

From: Macaranas, Belle (DPW) < belle.macaranas@sfdpw.org>

Date: Wednesday, July 16, 2025 at 2:52 PM To: Emily Wallace < ewallace@ifpte21.org>

Cc: Degrafinried, Alaric (DPW) < Alaric. Degrafinried@sfdpw.org>, L21PSC Review < L21PSCReview@ifpte21.org>, Thrasher, Eric (DPW)

<eric.thrasher@sfdpw.org>, Tse, Bernie (DPW) <bernie.tse@sfdpw.org>, Isen, Carol (HRD) carol.isen@sfgov.org, Alicia Flores aflores@ifpte21.org, Isen, Carol (HRD) carol.isen@sfgov.org, Alicia Flores aflores@ifpte21.org, Isen, Carol (HRD) carol.isen@sfgov.org, Alicia Flores

Sy, Don (DPW) < don.sy@sfdpw.org>

 $\textbf{Subject:} \ \textbf{RE: DPW} \ [\textbf{DHRPSC0005496}] \ \textbf{submitted for Union Review - Permitting and Inspections Software} \\$

Hi Emily,

Thank you for your patience. The Department disagrees with the assertions outlined in your June 20 email and does not intend to withdraw this PSC. In response to your message regarding the Permitting and Inspections Software project (DHRPSC0005496), please find our responses inserted in blue below (see email dated June 20, 2025).

From: Macaranas, Belle (DPW) Sent: Monday, July 14, 2025 2:40 PM

To: Emily Wallace <ewallace@ifpte21.org>

 $\textbf{Cc:} \ \ \text{Degrafinried, Alaric (DPW)} < \underline{\textbf{Alaric.Degrafinried@sfdpw.org}}; \ \ \textbf{L21PSC Review} < \underline{\textbf{L21PSCReview@ifpte21.org}}; \ \ \textbf{Thrasher, Eric (DPW)} < \underline{\textbf{Eric.Thrasher@sfdpw.org}}; \ \ \ \textbf{L21PSCReview} < \underline{\textbf{L21PSCReview@ifpte21.org}}; \ \ \textbf{L21PSCReview} < \underline{\textbf{L21PSCReview}} < \underline{\textbf{L2$ Tse, Bernie (DPW) < bernie.tse@sfdpw.org>; Isen, Carol (HRD) < Carol.lsen@sfgov.org>; Alicia Flores < aflores@ifpte21.org>; Sy, Don (DPW) < don.sy@sfdpw.org>

Subject: RE: DPW [DHRPSC0005496] submitted for Union Review - Permitting and Inspections Software

Good afternoon Emily,

Thank you for your email on June 20. We acknowledge receipt of your message and are in the process of gathering the requested information. We'll follow up with a full response once we've gathered everything.

Please let me know if you have any questions in the meantime.



San Francisco Public Works | City and County of San Francisco 49 South Van Ness Ave. | San Francisco, CA 94103 | (628) 271-3138 | sfpublicworks.org · twitter.com/sfpublicworks From: Emily Wallace <<u>ewallace@ifpte21.org</u>>
Sent: Friday, June 20, 2025 12:59 PM
To: Sy, Don (DPW) <<u>don.sv@sfdpw.org</u>>

Cc: Macaranas, Belle (DPW) < belle.macaranas@sfdpw.org>; Degrafinried, Alaric (DPW) < Alaric.Degrafinried@sfdpw.org>; L21PSC Review < L21PSCReview@ifpte21.org>; Thrasher, Eric (DPW) < peric.thrasher@sfdpw.org>; Tse, Bernie (DPW) < peric.thrasher@sfdpw.org>; Ts

<arol.isen@sfgov.org>; Alicia Flores <aflores@ifpte21.org>
Subject: Re: DPW [DHRPSC0005496] submitted for Union Review

Subject: Ne. 51 W [51111 366665456] Subinitied for official Neview

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

Hi Don.

Local 21 objects to this PSC proceeding for Civil Service Commission approval for the following reasons:

We object as the Department is unable to demonstrate they are in a position to transition the work back to the City while there is currently a hiring freeze and historic budget deficit that limits the Department's ability to budget for and hire staff needed to transition the PSC work back by the completion of the proposed PSC;

The PSC calls for Clariti to provide proprietary support services which Public Work cannot provide, in addition to the hosting and licensing services. These services primarily include system configuration during the implementation phase and ongoing vendor product support following system activation.

Separately, Public Works intends to develop a system administrator to support day-to-day activities associated with management of the Clariti system. This would be a Local 21 City employee with knowledge of business needs and technical requirements who will liaison with the Clariti product support team on behalf of all system users including City staff, contractors, applicants, and constituents.

The PSC's responses for a hiring plan and/or transition plan does not provide an adequate explanation for how the Department intends to have this work transitioned back to the City's workforce at the conclusion of the duration of the PSC; and

No work will be transitioned from Clariti to City staff because the Clariti system is proprietary, and all work related to configuration or vendor support must be provided exclusively from the vendor. City staff will provide administrative functions (aside from proprietary support as called out above) upon activation of system

• Per the Mayor's January 9 Hiring Freeze directive, Departments are to "realign programming and [paus[e] new contracts or programs that not yet been signed or implemented," and per the Mayor's April 17 "Additional Budget Instructions," Departments are to work with the Mayor's Budget Office to "understand all Professional service contracts, with a goal of making a significant reduction in contract spending on existing contracts and upcoming RFPs." We object as the Department should be seeking to pause new contracts and make significant reduction in contract spending in order to meet the Mayor's directives in responding to the City's budget deficit.

This project to replace Public Works' outdated permitting technology has been ongoing for several years and aligns with the Mayor's "PermitSF" initiative. Pausing the project or reducing the department's financial obligations would jeopardize a successful implementation of this new Clariti permits system, for which Public Works has invested significant time, money and resources since launching the original Technology Marketplace contract in 2022. Additionally, the Mayor's Office has explicitly approved this project and authorized the department to move forward with implementation.

If the Department disagrees with these assertions and does not intend to withdraw this PSC, please provide the following information:

- Prior actions taken by the Department to have the work in the PSC request performed by City employees.
 Activities related to implementation are proprietary and cannot be performed by City employees.
- Any feasibility studies and Department assessments that may have been done to confirm that services cannot be performed by civil service employees in the past, now or future.

Public Works previously determined that an alternative in-house solution was not feasible as replacement option for the current in-house Permitting system.

- Departmental vacancy rates for the listed Local 21 job class[es] addressed in the PSC. Please see attached and in the below screenshot.
- Vacancy report for all IFPTE Local 21 classifications in your Department that may perform this work or may perform this work along with the contractor selected. Please see attached and in the below screenshot.

Vacancies as o	of 6/2	24/25						
POSITION #	¥	Functional Group	▼ JOB CLASS	→ JOB CLASS TITLE	v	FUND ID	▼ AUTHORITY ID	▼ AUTHORITY TITLE
01124965		IT Applications	1051	IS Business Analyst-Assistant		13	920 20	77 PW GEN - General Admin
00901779		Capital Planning- Grants	1823	Senior Administrative Analyst		13	920 20	78 PW IDC - Infra Dsgn & Const
01118067		Operating Budget	1823	Senior Administrative Analyst		10	040 100	02 Interdepartmental-Overhead
01126332		Contract Administration	1823	Senior Administrative Analyst		13	920 20	77 PW GEN - General Admin
01128027		Operating Budget	1823	Senior Administrative Analyst		10	040 100	02 Interdepartmental-Overhead
01133263		Planning and Performance	1823	Senior Administrative Analyst		13	920 20	77 PW GEN - General Admin
01139825		Planning and Performance	1823	Senior Administrative Analyst		13	920 20	77 PW GEN - General Admin
01152239		Love our Neighborhood Permit Program	1823	Senior Administrative Analyst		10	000 20	i82 PW BSM - Street Use & Mappir
01157597		IRA Federal Tree Grant	1823	Senior Administrative Analyst		10	040 100	02 Interdepartmental-Overhead
01051858		Infrastructure Analyst Group	1823	Senior Administrative Analyst		10	040 10	02 Interdepartmental-Overhead
01131315		Infrastructure Analyst Group	1823	Senior Administrative Analyst		10	040 100	02 Interdepartmental-Overhead
SUMMARY			Vacancy Ra	ates				
		1051 - IS Business Analyst-Assistant		50% 2 positions, one filled, one vacant (see	above)			
		1052 - IS Business Analyst		0% 2 positions filled				
		1061 - IS Program Analyst-Assistant		N/A no budgeted job class				
		1062 - IS Programmer Analyst		N/A no budgeted job class				
		1823 - Senior Administrative Analyst		32% 31 positions, 21 filled, 10 vacant. In the process to fill v		o fill vacancie	s based on Mayor's	Office approvals.

• Confirm if the Department has requested approval from the Mayor's office to hire Local 21 classifications to perform this work, when that occurred, how many of each job code were requested, if those requested positions were approved or denied, and when the Department was informed if they were approved or denied.

Related to the internal system administrator duties: Public Works hopes to utilize an incumbent to provide the required tasks/duties. If this is not possible, Public Works may request a new position. Again: implementation and proprietary support services must be performed by the vendor.

• Detailed transition plan for how the work to be contracted out will return to the City's workforce, including plans to hire for the affected Local 21 positions and a timeline for how the work will be transitioned back to such positions at the conclusion of the duration of the PSC.

Activities related to implementation and vendor support services are proprietary and cannot be performed by City employees, and as such there will be no transition of work in this regard.

Local 21 reserves the right to request to meet upon receiving this information. Kindly respond to confirm receipt.

For the Union,

Emily Wallace (she/her) IFPTE Local 21 Representative Main: (415) 864-2100 Direct: (415) 914-7343

From: CCSF IT Service Desk < ccsfdt@service-now.com>

Sent: Wednesday, June 18, 2025 10:11 AM

 $\textbf{To}: \underline{don.sy@sfdpw.org}; \underline{belle.macaranas@sfdpw.org}; \underline{Alaric.Degrafinried@sfdpw.org}; \underline{L21PSCReview} < \underline{L21PSCReview@ifpte21.org} > ; \underline{Fric.Thrasher@sfdpw.org}; \underline{L21PSCReview} < \underline{L21PSCReview} > \underline{$

Bernie.Tse@sfdpw.org

Subject: DPW [DHRPSC0005496] submitted for Union Review

Hello 021 - Prof & Tech Eng, Local 21 union representatives,

DPW is requesting your review of PSC [DHRPSC0005496]. Please see relevant details of this request below and in the attached document(s). Should you have any questions or objections, please state them by replying all to this email by 2025-07-18.

PSC Summary

 $\textbf{Record Number:}\ DHRPSC0005496\ v\ 0.01$

 $\textbf{Description of Proposed Work:} \ Permitting \ and \ Inspections \ Software-as-a-Service \ (SaaS) \ Implementation, \ Hosting \ and \ Licensing \ Angle \ A$

Request Type: New

Approval Type: CSC Approval CSC Review Reason(s):

CSC Approval by Amount

Submitting Department: DPW Dept PSC Coordinator: Belle Macaranas

Dept PSC Coordinator Email: <u>belle.macaranas@sfdpw.org</u>
Dept PSC Coordinator Phone: +1 (628) 271-3138

PSC Amount: \$1,650,000.00 PSC Duration (months): 108 Funding Source(s): City Funds

Scope of Work: Software implementation, hosting/licensing and support services for cloud-based permit and inspection system. Implentation includes, customization/configuration of the solution, integration with existing systems, data migration, and training.

Job Class(es): 1051 - IS Business Analyst-Assistant, 1052 - IS Business Analyst, 1061 - IS Program Analyst-Assistant, 1062 - IS Programmer Analyst, 1823 - Senior Administrative Analyst

PSC Justification(s)

Ref:TIS5941930_3QkPJL4BF92qUKCkyA4M



December 13, 2023

Confidential Clariti Cloud Inc. 422 Richards St., Suite 170 Vancouver, BC V6B 2Z4

Re: Sole Source Justification for Clariti Cloud Inc.

Clariti Cloud Inc. (Clariti) is the Sole Provider of Clariti software, services, and products. Clariti provides industry-leading community development, permitting, code enforcement, and licensing software for state, provincial, and local governments. Founded in 1985, our Software-as-a-service (SaaS) product was released in 2008. We are focused on the regulatory space, with a deep understanding of our customers' need for more flexible, transparent, and user-friendly solutions. We are the expert for government agencies looking for a simple solution to their complex needs.

Clariti Community Development enables government agencies to combine all processes related to planning, land development, public safety, code enforcement and inspections into one online platform. Offering clicks-to-configure features to automate and connect information and an intuitive public and staff-facing interface, Clariti makes it easy for governments to make better decisions faster and for citizens and staff to access information and services 24/7/365.

Our solution provides a comprehensive integration with third-party applications. It can be easily incorporated into existing software ecosystems, improving department communication and enhancing legacy investments. Our pre-built solution includes critical integrations such as electronic plan review and payment processing, which are essential for community development solutions.

The City and County of San Francisco procured the Clariti Cloud solution through a competitive solicitation process. Clariti Cloud was selected as the only vendor capable of configuring to meet the specific business requirements of the Public Works department.

Clariti offers a range of unique and feature-rich solutions that are unavailable through other vendors. These features are carefully designed and developed by our team of experts to cater to the specific needs of our public sector customers. Our proprietary technology ensures that you receive a seamless and efficient experience that is unmatched in the market, is unavailable through other vendors and is only supported by Clariti.

Sincerely,

cmckibbon

Kate McKibbon
Senior Account Manager
Clariti Cloud Inc
Kate.McKibbon@claritisoftware.com



SanFran Public W	orks - E	stimated Yearly Renewal				Annual C	ost (USD)			
Module	Quantity	Description	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	2029 - 2030	2030 - 2031	2031 - 2032
Platform User License - Standard	150	Provides access to all modules in the Clariti solution.	\$ 192,970.50	\$ 199,724.47	\$ 206,714.82	\$ 213,949.84	\$ 221,438.09	\$ 229,188.42	\$ 237,210.01	\$ 245,512.37
Admin User License - Standard	m	Provides access to platform and all modules in the Clariti solution. Typically an Admin User would be someone who manages users/profiles, data, and security; builds reports, dashboards, workflow etc.	\$ 3,708.00	\$ 3,837.38	\$ 3,972.10	\$ 4,111.13	\$ 4,255.02	\$ 4,403.94	\$ 4,558.08	\$ 4,717.61
Clariti Admin User License - Standard	н	Provides <u>Clanti</u> with administrative access to the Clariti Back-Office, and enables users to create, access, and use up to a set number of additional custom objects	\$ 349.17	\$ 361.39	\$ 374.04	\$ 387.13	\$ 400.68	\$ 414.70	\$ 429.22	\$ 444.24
Customer Community Logins (2,000/Month Bundle)	2	Provides a government's constituents, either citizens or businesses, with basic access to the Clariti Portal.	\$ 16,480.00	\$ 17,056.80	\$ 17,653.79	\$ 18,271.67	\$ 18,911.18	\$ 19,573.07	\$ 20,258.13	\$ 20,967.16
Community Plus Logins (500/Month)	1	This license provides a government's constituents, either citizens or businesses, with enhanced access to the Clariti Portal. This enhanced functionality is primarily in the form of reports and dashboards, and Advanced Record Sharing, the latter of which is the primary reason behind why Clariti customers will typically require this license type.	\$ 17,304.00	\$ 17,909.64	\$ 18,536,48	\$ 19,185.25	\$ 19,856.74	\$ 20,551.72	\$ 21,271.03	\$ 22,015.52
Clariti Sandbox, Full (30%)	+	Provides a full sandbox, which is intended to be used as a testing environment. Only Full Sandboxes support performance testing, load testing, and staging, as they are a full replica of a production orgincluding all data, such as object records, attachments and metadata.	\$ 46,162.33	\$ 47,778.02	\$ 49,450.25	\$ 51,181.00	\$ 52,972.34	\$ 54,826.37	\$ 56,745.29	\$ 58,731.38
Clariti Shield - Field Audit Trail Total Cost	1	This add-on enables a government to track granular details of user activity in their Salesforce organization.	\$ 23,081.17 \$300,055.17	\$ 23,889.01	\$ 24,725.12	\$ 25,590.50	\$ 26,486.17 \$344,320.22	\$ 27,413.19 \$356,371.41	\$ 28,372.65 \$ 368,844.41	\$ 29,365.69
Estimated Yearly Uplift			%0.0	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Year			3	4	2	9	7	8	6	10



SOFTWARE AGREEMENT

THIS SOFTWARE AGREEMENT (the "Agreement") is made between CLARITI CLOUD INC., of 422 Richards St, Suite 170, Vancouver, BC, V6B 2Z4 ("CLARITI") and City and County of San Francisco (the "Customer"), and is effective as of the effective date specified in the first Order (defined in Section 1.1) made between the parties (the "Effective Date"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set out in Section 14.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(a)

1. INTRODUCTION

- Orders. CLARITI owns and operates CLARITI, a proprietary, modular, web-based software solution for governments (the "CLARITI Platform"), accessible through the Apex PlatformTM online platform (the "Apex Platform") operated by Salesforce.com Inc. ("Salesforce.com"). The details of Customer's access to and use of the CLARITI Platform, including the number of authorized Users (defined in Section 4.1), will be specified in purchase orders sent from the Customer to CLARITI from time to time in such form approved by CLARITI (each an "Order"), which are governed by and form part of this Agreement.
- 1.2 SFDC Agreement. Customer's access to and use of the Services will depend on the Apex Platform (also referred to as an "Org"), which is operated and controlled solely by Salesforce.com, and is subject to the Customer's acceptance of the Salesforce.com End User Subscription Agreement, attached hereto as <a href="Exhibit" A.", as may be amended by Salesforce.com in accordance with its terms (collectively the "SFDC Agreement") and which is incorporated by reference as part of this Agreement. By executing this Agreement, Customer acknowledges and signifies to CLARITI and Salesforce.com that Customer has understood and agreed to the SFDC Agreement. To the extent of any inconsistency or conflict between this Agreement and the SFDC Agreement, then this Agreement will take priority and govern regarding Customer's access to and use of the CLARITI Platform and the relationship between Customer and CLARITI, and the SFDC Agreements will take priority and govern regarding Customer's access to and use of the Apex Platform and the relationship between Customer and Salesforce.com.

2. TERM AND SERVICES

- Term of Agreement and Orders. Unless terminated earlier by either party pursuant to this Agreement, the initial Term of this Agreement will commence on the Effective Date and will remain in effect for the period outlined in the first Order made between the parties (the "Initial Term"). This Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless: (a) expressly stated otherwise in an Order; (b) terminated earlier pursuant to this Agreement; or (c) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term. Collectively, the Initial Term and all Renewal Terms are referred to collectively as the "Term". The term of each Order will commence on the effective date specified on the Order and expire on the expiration date specified in the Order, unless terminated earlier pursuant to this Agreement or the terms of the Order. Any Customer request for changes to the Order quantity must be submitted at least thirty (30) days before renewal. Each Order will automatically renew for additional one (1) year periods at the list price and quantity in effect at the time of renewal unless: (i) the Order is terminated earlier pursuant to this Agreement; (ii) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the then-current term of the Order; or (iii) the Order expressly states that it will not automatically renew.
- 2.2 **SAAS Services.** Subject to the terms and conditions of this Agreement, CLARITI will use commercially reasonable efforts to provide the following services (collectively, the "**SAAS Services**") to the Customer during the Term: (a) the CLARITI Platform modules specified in valid and subsisting Orders; and (b) online training and technical support materials for those CLARITI Platform modules.
- 2.3 **Changes to Services**. The Customer may request, and CLARITI may in its discretion provide, an upgrade or downgrade in the level of SAAS Services, and the applicable Services may be amended, modified or supplemented pursuant to such request with mutual consent and in a written form satisfactory to CLARITI (a "**Change Order**"). Change Orders may require changes in the applicable fees payable by the Customer, and any such changes will be specified in the Change Order and payable by the Customer in accordance with the terms of the Change Order. Notwithstanding anything in this Agreement: (a) CLARITI may in its discretion change the Services from time to time, provided such any such change does not diminish the functionality of the Services on which the Customer materially relies; and (b) Salesforce.com may make changes to the Apex Platform that may impact the Services.
- 2.4 **Technical Support Services.** CLARITI shall provide technical support to Customer regarding the use and operation of the Product that was configured or developed by CLARITI pursuant to this Agreement. The terms and conditions of including but not limited to support service hours and availability, service levels targets and severity levels are outlined in the CLARITI Technical Support Agreement, attached hereto as **Exhibit "B**.

3. <u>FEES AND PAYMENT TERMS</u>

SAAS Fees. The Customer will pay to CLARITI the fees for the SAAS Services (the "SAAS Fees") upfront annually, and in accordance with the payment instructions detailed in each Order or Change Order (as applicable). Unless otherwise expressly provided in an Order or Change Order, any SAAS Services added during a billing period will be subject to payment of SAAS Fees for a minimum of 12 months. All SAAS Fees will be based upon the total quantity of SAAS Services specified in applicable Orders and Change Orders, whether or not the corresponding SAAS Services are actively used during the billing period. SAAS Fees payable under this Agreement are: (i) non-refundable; and (ii) exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon ("Taxes"), and such Taxes will be invoiced together with the SAAS Fees, unless Customer is exempt from such Taxes. Unless otherwise expressly set out in an Order or Change Order (as applicable), all invoices for the SAAS Services are payable thirty (30) days after delivery. CLARITI reserves the right to change the SAAS Fees with respect to existing service levels on an annual basis, at the end of the Initial Term or the then-current Renewal Term, upon at least thirty (30) days prior written notice to Customer (which may be sent by email).



3.2 **Failure of Payment**. Interest will accrue on any amounts overdue and outstanding at a rate of eighteen percent (18%) per annum, calculated daily. Without limiting any other remedy available to CLARITI, in the event that any of the Customer's payment obligations are overdue and outstanding, CLARITI may, in its discretion: (a) terminate this Agreement immediately upon notice to the Customer; and/or (b) suspend its obligations to the Customer relating to the SAAS Services until such time as all amounts due and owing under this Agreement are paid in full.

4. USE OF SAAS SERVICES

- 4.1 **Grant**. Subject to the terms and conditions of this Agreement, CLARITI hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the SAAS Services during the Term for its internal business purposes through its authorized representatives (each a "**User**") with a valid and subsisting account (each an "**Account**") and username and password issued by or on behalf of CLARITI (collectively, "**Codes**"). Customer will appoint and authorize one or more Users to appoint other Users and administer Customer's use of the SAAS Services. Customer will not authorize more Users than the number of Users specified in an Order or a Change Order, as applicable. Customer is fully responsible and liable for, and bears all risks relating to, all use of the SAAS Services by Users and all acts or omissions by Users and will ensure that all Users comply with the terms of this Agreement.
- 4.2 Accounts/Codes. Accounts and Codes are specific to the User for whom they are issued. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify CLARITI if they suspect that any Account or Code has become known to or used by any unauthorized person. Customer is responsible for the security of Customer Codes and use of Customer Codes and Customer Accounts. If CLARITI, in its discretion, considers a Code to be insecure or to have been used inappropriately, then CLARITI may immediately cancel the Code without notice to Customer and the affected User. Codes may not prevent unauthorized access to Customer Data or other information that Customer and Users may use in connection with the SAAS Services. CLARITI is under no obligation to verify the actual identity or authority of the User of any Codes, Accounts or the SAAS Services, and is not responsible or liable for unauthorized access to the SAAS Services or any unauthorized or alteration, theft or destruction of any information contained therein through accident, fraudulent means or devices, or any other method, unless it is the direct result of CLARITI's gross negligence.
- 4.3 **Admin User License**. The SAAS Services require a minimum of one (1) Admin User License to be quoted and purchased by the Customer, in addition to a minimum of one (1) Admin User License to be purchased for every tranche of 50 Platform User Licenses purchased.
- 4.4 **Full Sandbox**. The SAAS Services require one (1) full Salesforce sandbox (the "**Full Sandbox**") to be quoted and purchased by the Customer for the purposes of receiving ongoing CLARITI Platform updates. The Full Sandbox will be refreshed to match the Salesforce Production Org on a quarterly basis. The Full Sandbox may be used by other parties and for other purposes with the understanding that they are aware and responsible for preserving any of their modifications, as the quarterly sandbox refresh will remove those changes to match the Production Org.
- 4.5 Customer Community Services. Customer understands that for certain SAAS Services identified as Customer Community or Community Plus Services on an Order or any Change Order (as applicable), if Customer User logins in the applicable Org exceeds the Permitted Number of Monthly Logins (as described in the Order or Change Order) in each of four consecutive calendar months, the Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified in the Order or Change Order) for each excess Customer User login in such fourth month and in each consecutive month thereafter in which the aggregate number of Customer User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform to U.S. Pacific Time.
- 4.6 Audit. CLARITI may audit use of SAAS Services through the CLARITI Platform and the Apex Platform. Should any audit reveal any unauthorized use of SAAS Services, Customer agrees to pay to CLARITI, within thirty (30) days of CLARITI's notice of the audit results, CLARITI'S then-current pricing for the applicable SAAS Services showing unauthorized use (taken as a group), beginning with the date of the first violation through the period of unauthorized use (the "True Up Payment"). Upon payment of the True Up Payment, all SAAS Services showing unauthorized use will be converted into compliant SAAS Services and invoiced at CLARITI's then-current list pricing for the remainder of the Term.
- 4.7 **Restrictions**. Except as expressly permitted by this Agreement, the Customer will not, nor will it allow any User to, directly or indirectly: (a) copy, modify or create derivative works or improvements of the SAAS Services; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the SAAS Services to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAAS Services or any part thereof; (d) bypass or breach any security measures used by the SAAS Services; (e) input, upload, transmit or otherwise provide to or through the SAAS Services any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f) transmit, or otherwise export the SAAS Services or underlying information or technology; (g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SAAS Services; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the SAAS Services; (i) provide any usernames, passwords or other information which would permit access to the SAAS Services to any person who does not have authorized access from CLARITI; (j) send spam or otherwise duplicative or unsolicited messages prohibited by applicable law; (k) to interfere with or disrupt the integrity or performance of the SAAS Services or the Apex Platform or the data contained therein; or (l) otherwise access or use the SAAS Services beyond the scope of the authorization expressly granted in this Agreement.

5. PROPRIETARY RIGHTS

5.1 **Rights Reserved.** CLARITI is and will remain the sole and exclusive owner of the Services, the CLARITI Platform and the CLARITI Marks, including without limitation any updates, modifications, customizations or derivative works thereof. Salesforce.com is and will remain the sole and exclusive owner of the Apex Platform and all related content, software and technologies. Except for the rights and



licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved.

- 5.2 **Feedback**. The Customer hereby grants to CLARITI a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users relating to the Services. For certainty, CLARITI will have no obligation to modify the Services to implement any suggestions, recommendations or other feedback provided by the Customer or its Users. Furthermore, for the purposes of improving the CLARITI Platform:
 - (a) Access to Personnel. Customer will make available to CLARITI's authorized representatives the personnel from the Customer's leadership, IT, and user groups at CLARITI's request with reasonable notice to provide feedback on the Services in the form of surveys, phone calls, video and face to face meetings.
 - (b) Integration Existing Salesforce Apps and Org. For the purposes of improving the Services' integration into a Customer's existing Salesforce Org with existing applications, within three (3) months of the initial order of any Services, the Customer or CLARITI partner will refresh the Full Sandbox provided in Section 3.1(a) to match production, install the applicable Services in the refreshed Org, test business critical processes, resolve any conflicts, and then move CLARITI assets into the production environment. The CLARITI assets will be unconfigured.

6. CONFIDENTIALITY

- Obligation. Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality and non-use obligations that are at least as protective as the provisions hereof. For certainty, and notwithstanding the foregoing, Customer acknowledges and agrees that CLARITI may disclose Customer's Confidential Information to Salesforce.com solely to the extent necessary to provide the Services in accordance with this Agreement.
- 6.2 **Legal Disclosure**. If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (a) first notify the Disclosing Party of same in writing and without delay; and (b) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.
- 6.3 **Return of Confidential Information**. Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.
- 6.4 **Injunctive Relief**. Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 6, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

7. CUSTOMER DATA

- 7.1 Ownership of Customer Data. As between CLARITI and the Customer, the Customer is and will remain the sole and exclusive owner of all Customer Data.
- 7.2 Consent and License of Customer Data. The Services may require that CLARITI and Salesforce.com access, use, process and transmit Customer Data, and certain modules of the SAAS Services or additional functionalities may result in Customer Data being transmitted from the Apex Platform to other computer systems. Customer authorizes and consents to such use of Customer Data by CLARITI and Salesforce.com, and hereby grants to CLARITI and Salesforce.com a non-exclusive, royalty free, world-wide right and license during the Term to access, copy, process and otherwise use Customer Data as may be required to provide and improve the Services, perform CLARITI's obligations under this Agreement or to create Anonymized Data. For certainty, CLARITI will be the sole and exclusive owner of all Anonymized Data.
- 7.3 **Storage/Return of Customer Data**. Customer Data is stored by Salesforce.com in the Apex Platform and is subject to the SFDC Agreements. At any time upon request by Customer during the Term, and within thirty (30) days after the end of the Term, CLARITI will request that Salesforce.com return all Customer Data in the Apex Platform to Customer in accordance with SFDC Agreements. Notwithstanding anything in this Agreement, CLARITI and Salesforce.com are not responsible for the privacy, security or integrity of Customer Data that is transmitted outside the Apex Platform.
- 7.4 **Customer Data Disclaimer**. Customer Data will be disclosed to Salesforce.com as a result of the Customer's use of the SAAS Services. CLARITI has no control over, or any responsibility for, Salesforce.com's collection, use, storage or disclosure of Customer Data. Except as otherwise provided in this Agreement, CLARITI makes no representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, regarding Customer Data, and disclaims any and all responsibility and liability for Customer Data to the fullest extent permitted by law.



7.5 Personal Information. For certainty, CLARITI's processing of Customer Data pursuant to this Agreement will not involve the use of Personal Information.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1 Customer. Customer represents, warrants and covenants to CLARITI that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement; (b) the Customer will ensure that it has obtained all necessary consents relating to Customer Data prior to making any such data available under this Agreement; (c) the provision of any Customer Data to CLARITI and the use of such Customer Data by CLARITI for the purposes described in this Agreement does not and will not violate or infringe the rights of any person; (d) all information provided by Customer to CLARITI in an Order or Change Order is true, accurate, current, and complete; and (e) the Customer will have sole responsibility for connectivity between the Customer Systems and the internet and the security of the Customer's link to the SAAS Services.
- 8.2 CLARITI. CLARITI represents, warrants and covenants to Customer that now and at all times during the Term: (a) CLARITI has the corporate power, capacity and authority to enter into this Agreement, and (b) the Services will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. CLARITI warrants to Customer that it will repair any functionality that was configured or developed by CLARITI pursuant to this Agreement and that has unexpectedly stopped working, all in accordance with the Technical Support Agreement attached as Exhibit B, provided that: (i) defects in functionality can only be diagnosed by CLARITI; (ii) CLARITI is not required to repair any configuration or development performed by a non-CLARITI entity and any functionality related to non-CLARITI payment processing (iii) the Customer is up to date on the latest CLARITI managed package release updates; (iv) the Customer is currently in an active Term and paying for all Services; and (v) Customer agrees (A) that their technical staff or system integrator staff are responsible for performing appropriate due diligence and testing of new CLARITI is not required to repair issues that arise due to not performing appropriate due diligence and testing.

9. TERMINATION AND SUSPENSION

- 9.1 **Termination for Cause**. Either party may terminate this Agreement immediately upon notice if the other party fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach. This Agreement will automatically and immediately terminate if Customer's access to and use of the Apex Platform is prohibited by Salesforce.com.
- 9.2 **Effect of Termination**. Upon termination or expiry of this Agreement for any reason pursuant to this Agreement: (a) all Orders in effect will immediately terminate; (b) CLARITI will deliver to the Customer a final statement of account and/or invoice for fees and charges accrued up to and including the date of termination or expiry, and Customer will promptly pay all such outstanding fees and charges; and (c) any provision of this Agreement that imposes an obligation after termination or expiry of this Agreement will survive such termination or expiry, including without limitation, Sections: 3, 5, 6, 7 and 9 13 (inclusive).
- 9.3 Suspension of Services. CLARITI may suspend, terminate or limit, in CLARITI's discretion, Customer's (or any of its Users') access to or use of the Services, or any part of it, with reasonable notice in order to: (a) prevent damage to, or degradation of the integrity of, CLARITI Systems or Customer Systems; or (b) comply with any law, regulation, court order or other governmental request or order. CLARITI will use commercially reasonable efforts to notify Customer of any such limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, CLARITI will restore Customer's access to the Services when CLARITI determines the event has been resolved. Nothing in this Agreement will limit CLARITI's right to take any action or invoke remedies or will act as a waiver of CLARITI's rights in any way with respect to any of the foregoing activities. Unless found to be done in bad faith, no such suspension will be a breach of this Agreement by CLARITI, entitle Customer to a refund or suspension of fees, or give rise to any liability by CLARITI to Customer or any other person.

10. INDEMNITY

- 10.1 **Customer**. Customer will defend, indemnify, and save and hold harmless CLARITI and its directors, officers, and personnel from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) Customer's use of the Services and the Apex Platform; or (b) any actual or alleged negligence, willful misconduct or breach of this Agreement by Customer or any other person for whom Customer is under this Agreement or in law responsible. Customer will assist and co-operate as fully as reasonably required by CLARITI in the defence of all third-party claims and third-party proceedings.
- 10.2 CLARITI. CLARITI will defend, indemnify, and save and hold harmless Customer and its personnel and representatives from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) any actual gross negligence, willful misconduct or material breach of this Agreement by CLARITI or any other person for whom CLARITI is under this Agreement or in law responsible; or (b) allegations that the Services infringe or misappropriate any Intellectual Property Rights of a third-party, except to the extent resulting from (i) Customer's modification of the Services, or combination by Customer of the Services with other third-party products or services, if the Services would not have been infringing but for such modification or combination, (ii) Customer's use of the Services in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated, non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the Services made by CLARITI at the direction of the Customer. CLARITI will assist and co-operate as fully as reasonably required by Customer in the defence of all third-party claims and third-party proceedings.
- 10.3 **Possible Infringement.** If CLARITI becomes aware of an allegation that the Services infringe a third party's Intellectual Property Rights, then CLARITI may: (a) obtain the right for the Customer, at CLARITI'S expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement for the Services to the Customer; or (c) modify the Services so that they no longer infringe such third party's Intellectual Property Rights.



11. DISCLAIMER

(b) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SAAS SERVICES AND THE CLARITI PLATFORM ARE PROVIDED "AS-IS", AND CLARITI HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SAAS SERVICES AND THE CLARITI PLATFORM, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; SECURITY; FITNESS FOR A PARTICULAR PURPOSE; LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT. THE SERVICES AND THE APEX PLATFORM MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CLARITI'S CONTROL. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACCESS AND USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE OR MATERIALS AND THEIR USE OR INCLUSION IN OR WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE APEX PLATFORM AND SALESFORCE.COM, AND ANY CHANGES MADE BY SALESFORCE.COM TO THE APEX PLATFORM THAT MAY IMPACT THE SERVICES.

(c) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. LIABILITY LIMITATION

- (d) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI'S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF SAAS FEES PAID BY THE CUSTOMER TO CLARITI DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- (e) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER HEREBY RELEASES CLARITI OF SAME. IN ANY EVENT, CLARITI'S LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED ONLY TO DIRECT, VERIFIABLE DAMAGES ARISING FROM CLARITI'S MATERIAL NON-FULFILMENT OR BREACH OF ANY WARRANTY OR COVENANT, OR ANY MATERIAL MISREPRESENTATION, EXPRESSLY PROVIDED UNDER THIS AGREEMENT.
- (f) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. <u>GENERAL</u>

- 13.1 **Entire Agreement**. This Agreement, which includes: (a) each Order; (b) any Change Order; and (c) the SFDC Agreement; constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement. Unless otherwise expressly provided by this Agreement, to the extent of any conflict, the following order of precedence will apply: (1) this Agreement; (2) a Change Order; (3) an Order; and (4) subject to Section 1.2, the SFDC Agreements.
- 13.2 Interpretation. Headings in this Agreement are for convenience of reference only. Any rules of construction relating to interpretation against the drafter of an agreement will not apply to this Agreement. The word "including" (or includes) and words to the same or similar effect will be interpreted to mean "including without limitation" (or includes without limitation). Words importing the singular number only include the plural and vice versa. Words importing either gender include both genders. Except as expressly set forth in this Agreement, the parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the parties may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively.
- 13.3 **Assignment and Enurement**. Customer may not assign this Agreement without CLARITI's prior written consent, which consent may be withheld in CLARITI's discretion. CLARITI may assign all or any portion of its rights and interests under the Agreement in its discretion without consent of the Customer. Users are not parties to or beneficiaries of this Agreement. The provisions of this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 13.4 **Publicity.** CLARITI may reference Customer in CLARITI's advertising and promotional activities and materials and may list Customer in any listing or directory of CLARITI customers. Upon request by CLARITI, Customer may, but will have no obligation to, provide CLARITI with Customer's trademark or logos for use in such promotional materials, lists and directories.
- 13.5 **Waiver and Amendment**. Except as expressly provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties hereto. No failure or delay by a party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.
- 13.6 **Governing Law**. If the Customer's address provided in the signature block of this Agreement is: (a) in Canada or the United States, then this Agreement will be governed by the laws of the Customer's province or state and the federal laws applicable therein, and the parties will exclusively submit to such jurisdiction; and (b) outside of Canada and the United States, then this Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, and the parties will exclusively submit to the jurisdiction of British Columbia. Notwithstanding the foregoing, each party will be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement.



- 13.7 **Force Majeure**. Notwithstanding any other provision of this Agreement, CLARITI will not be liable to Customer for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond CLARITI's reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by CLARITI, and the time for CLARITI's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.
- 13.8 **Notices**. CLARITI may deliver Orders, invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in CLARITI's Customer file. Customer will give all notices to CLARITI under this Agreement in writing delivered by courier, by email, or by facsimile transmission to CLARITI's current address for delivery specified on in the signature block of this Agreement, as may be updated from time to time with notice.
- 13.9 **Currency**. All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.
- 13.10 **Independent Contractors**. The parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 13.11 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 13.12 **Counterparts**. This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

14. **DEFINITIONS**

- (g) "Anonymized Data" means Customer Data which has been stripped, manipulated or combined to provide generalized anonymous information that cannot be reverse-engineered to identify the Customer or identify an individual.
- (h) "CLARITI Marks" means CLARITI™, CLARITI CLOUD INC.™ and related logos and marks of CLARITI.
- (i) "CLARITI Systems" means the information technology infrastructure used by or on behalf of CLARITI in performing the Services, including all computers, software, hardware, databases, electronic systems and networks.
- (j) "Confidential Information" means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to customer identities and other customer information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party prior to the Effective Date.
- (k) "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from the Customer or a User by or through the Services.
- (l) "Customer Systems" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.
- (m) "Disclosing Party" means the party who discloses or otherwise divulges Confidential Information to the other party.
- (n) "Intellectual Property Rights" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.
- (o) "Personal Information" means information about an identifiable individual within the meaning of the Personal Information Protection Act (British Columbia).
- (p) "Receiving Party" means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party's employees, agents, representatives, consultants, customers, contractors or suppliers.
- (q) "Services" means the SAAS Services.



IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have duly executed this Agreement.

CLARITI CLOUD INC.						
Ву	Authorized Signatory	Date				
	Name	Title				
	Email for Notice:					
CUSTOMER:						
Ву	Authorized Signatory	Date				
	Name	Title				
Customer's Address	Mailing Address:					
Customer's Address	Fax	Fmail				



EXHIBIT "A"

SALESFORCE.COM END USER SUBSCRIPTION AGREEMENT

FOR PLATFORM ENTERPRISE EDITION OEM SERVICES SUBSCRIPTIONS

This governs the Customer's access to and use of the Apex Platform and related services provided by Salesforce.com. This SFDC Agreement exempts Salesforce.com and other persons from liability or limits their liability and contains other important provisions that Customer should read. By signing the CLARITI Software Agreement, Customer acknowledges and signifies that it has read, understood, and agreed to this SFDC Agreement. If Customer does not accept and agree to this Agreement, Customer may not access or use the Apex Platform.

1. **Definitions.**

In this Agreement:

- (a) "Addendum Services" mean the Platform, to the extent that it is hosted on the Public Cloud Infrastructure. "Addendum Services" exclude, without limitation, any professional services, the CLARITI Application, applications listed on the AppExchange, and other third party applications and services.
- (b) "AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.
- (c) "Documentation" means the Trust and Compliance documentation for the Platform, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Addendum Service.
- (d) "Org" means a separate set of Your Data and SFDC product customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).
- (e) "Platform" means the online, Web-based platform service provided by SFDC to CLARITI in connection with CLARITI's provision of the CLARITI Application to You.
- (f) "CLARITI" means Clariti Cloud Inc.
- (g) "CLARITI Application" means the proprietary, modular, web-based software solution produced by Clariti Cloud Inc.
- (h) "SFDC Service" means the online, Web-based application and platform service generally made available to the public via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.
- (i) "SFDC" means salesforce.com.
- (j) "Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the CLARITI Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or CLARITI at Your request).
- (k) "You" and "Your" means the customer entity which has contracted to purchase subscriptions to use the CLARITI Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by CLARITI.
- (1) "Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

2. <u>Use of Service</u>.

- (a) Each User subscription to the CLARITI Application shall entitle one User to use the Service via the CLARITI Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by CLARITI. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).
- (b) For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service or to use it in connection with applications other than the CLARITI Application and applications You developed for internal use.
- (c) If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the CLARITI Application and applications You developed for internal use, visit www.salesforce.com to contract directly with SFDC for such services.
- (d) In the event Your access to the CLARITI Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the CLARITI Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, Your use of applications other than the CLARITI Application or applications You developed for internal use, would be a material breach of this Agreement.
- (e) Notwithstanding any access You may have to the Platform or the SFDC Service via the CLARITI Application, CLARITI is the sole provider of the CLARITI Application and the Platform and You are entering into a contractual relationship solely with CLARITI. In the event that CLARITI ceases operations or otherwise ceases or fails to provide the CLARITI Application, SFDC has no obligation to provide the CLARITI Application or the Platform or to refund You any fees paid by



- You to CLARITI is solely responsible for providing support in connection with Your use of the CLARITI Application and the Platform. For clarity, You are not entitled to customer support from SFDC.
- (f) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify CLARITI or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.
- (g) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.
- (h) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.
- Use of Addendum Services. Customer will be responsible for Users' compliance with this Addendum, the Documentation (i) and the order form between CLARITI and Customer, and will comply with terms of service of any Third Party Applications with which Customer uses Addendum Services. Customer will not: (i) make the Addendum Services available to, or use the Addendum Services for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in the Documentation, (ii) sell, resell, license, sublicense, distribute, make available, rent or lease the Addendum Services, or include the Addendum Services in a service bureau or outsourcing offering, (iii) use the Addendum Services or Third Party Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Addendum Services or any Third Party Applications to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Addendum Services or thirdparty data contained therein, (vi) attempt to gain unauthorized access to the Addendum Services or its related systems or network, (vii) permit direct or indirect access to or use of the Addendum Services in a way that circumvents a contractual usage limit, or use any Addendum Services to access or use any SFDC intellectual property except as permitted under this Addendum or the Documentation, (viii) copy the Addendum Services or any part, feature, function or user interface thereof, (ix) frame or mirror any part of any Addendum Services, other than framing on Customer's own intranets or otherwise for its own internal business purposes, or as permitted in the Documentation, (x) reverse engineer the Addendum Services (to the extent such restriction is permitted by law), or (xi) access any Addendum Services in order to build a competitive product or service or to benchmark with a non-SFDC product or service. Customer's or a User's intentional violation of the foregoing, or any use of the Addendum Services in breach of the SFDC Service Agreement, Documentation or the order form between CLARITI and Customer, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Addendum Services. SFDC will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension. Customer may only submit to the Addendum Services, and use the Addendum Services to collect, store and/or process, Customer Data in a manner that is permitted in the applicable Documentation and by applicable laws and government regulations.
- (j) External-Facing Services. If You subscribes to any Addendum Services for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to SFDC's External-Facing Services Policy at http://www.salesforce.com/company/legal/agreements.jsp, as may be applicable to an Addendum Service and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.
- 3. Third-Party Providers. CLARITI and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the CLARITI Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the CLARITI Application, such as by exchanging data with the Platform, the SFDC Service, and/or the CLARITI Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the CLARITI Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the CLARITI Application or any other product or service of CLARITI, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the CLARITI Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the CLARITI Application, and any related support obligations for such offering, are solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or CLARITI to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.



- 4. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.
- 5. <u>Compelled Disclosure.</u> If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
- 6. <u>Suggestions.</u> You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
- 7. Suspension and Termination. Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of CLARITI's agreement with SFDC pursuant to which CLARITI is providing the Platform as part of the CLARITI Application to You, and/or (c) a breach by CLARITI of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the CLARITI Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the CLARITI Application (a "Shared Org"), CLARITI shall be solely responsible for provisioning the CLARITI Application to You. With respect to any Shared org, You acknowledge and understand that (i) access to such Org, including the CLARITI Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.
- 8. <u>Subscriptions Non-Cancelable</u>. Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with CLARITI.
- Data Storage. The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact CLARITI for additional information. Additional storage may be available for purchase from the CLARITI.
- 10. No Warranty. SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SFDC DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.
- 11. No Liability. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.
- 13. Google Programs and Services. Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces ("APIs") and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or CLARITI to any refund, credit, or other compensation.
- 14. Third Party Beneficiary. SFDC shall be a third party beneficiary to the agreement between You and CLARITI solely as it relates to this SFDC Service Agreement.
- Org Migration. Migration of an Org to the Public Cloud Infrastructure will require planned downtime, during which it may be completely unavailable for use. Any existing service level agreement regarding the Addendum Services will not apply during an Org migration, however the parties will cooperate to minimize the impact of such downtime. SFDC will alert CLARITI and/or Customer to actions Customer must take prior to the Org migration, such as updating hard-coded references, as further described at this link. Migration of an Org to the Public Cloud Infrastructure is subject to availability on a quarterly basis, and the parties will cooperate reasonably to schedule such migration.



EXHIBIT "B"

CLARITI TECHNICAL SUPPORT ("STANDARD SUPPORT")

- 1. **Standard Support.** Standard Support covers functionality that was configured/developed by Clariti and has unexpectedly stopped working. Standard support is paid annually and is part of a minimal support package that is granted with a Clariti license subscription in good standing. The combination of subscription renewal and applying Clariti release updates provides for ongoing Standard Support coverage. Items covered by Standard support can only be diagnosed by Clariti. Custom development performed by anyone outside of Clariti and functionality related to payment processing is excluded from Standard Support as stated in the "Support Terms and Conditions" section of this agreement.
 - a. Standard support being provided by Clariti. Any technical support that may be provided by Clariti's partners or third party resellers may be subject to different support plans and terms.
 - b. In order to access the technical support resources at Clariti a customer is required to have a valid support contract.
 - c. Customer agrees to apply new Clariti Releases within 1 year of their release. Standard support is excluded from releases older than 1 year.

2. Working with Technical Support

- Business Hours. Clariti's business hours are 8:00am to 5:00pm PT (9:00am to 8:00pm ET) from Monday to Friday, excluding holidays in the Province of British Columbia.
- b. Contacting Support. Clariti will provide the customers with an online support portal to submit support requests. This is the preferred method of contact and results in the fastest responses to the issue.
- 3. **Severity Definitions.** Clariti classifies and responds to Support calls based upon the underlying problem's effect on the environment in question. The guidelines for determining the severity of a problem, and the appropriate classification are described below.
 - a. Severity 1 Critical. Critical production issue affecting all users consistently, includes system unavailability and data integrity issues with no workaround available. Severity-1 issues require a customer resource available to assist during Clariti's working hours until the issue is resolved. Non-production issues will immediately assigned to Severity-2 by the technical support team
 - b. Severity 2 Urgent. Major functionality is impacted, or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests within 7 business days of Go-Live deployment. We expect to be notified 30 business days in advance of the planned Go-Live
 - c. Severity 3 High. Production system performance issue or bug affecting some, but not all users. Non-production issues occurring during final UAT or issues within 30 business days of Go-Live deployment. Short-term workaround is available but cannot be scaled
 - d. **Severity 4 Medium.** Bug affecting a small number of users. Reasonable workaround available. Issues that would meet the threshold for Level 2 or 3 but are occurring in a sandbox environment where Go-Live is more than 30 business days away.
 - e. Severity 5 Low (Technical Questions / Inquiries). Information requested on application capabilities, navigation, or configuration. Training requests. New Feature requests.
- 4. **Expected First Response Targets.** The Clariti support team strives to provide a timely response to all cases being worked with the team. Clariti's first response targets listed in the table below are based on the assigned initial case severity. Note that this table indicates the first contact target on a case and does not indicate ongoing response frequencies. These first response targets are consistent across all support levels.

. Case Severity
Severity 1
Severity 2
Severity 3
Severity 4
Severity 5
Severity 5
Severity 5
Severity 5
Severity 5
Severity 6
Severity 6
Severity 6
Severity 6
Severity 6
First Response Targets
1 business hour
2 business hours
4 business hours
8 business hours
Confirmation email

- b. Case severity and first response targets are based on one issue per case in order to facilitate prioritization.
- 5. **Enhancement Requests and Product Defects.** Through the process of working with support it could be determined that the case results in a Clariti product defect or that the request is a new enhancement to existing functionality. Based on the severity and type of issue at hand, the technical support team will take various actions to assist when managing/tracking those issues. Not all defects and/or enhancements will be included in current or future versions of the product and it is Clariti's discretion to determine which items are a best fit for inclusion. In order to monitor the status of a defect or enhancement for a case that has been closed, it is best practice to periodically open a case with Technical support, quoting both the original case number and the defect/enhancement number that was provided by the support team. Enhancements are not actively tracked by the technical support team unless an approved and active escalation request with the Clariti technical support management team exists.
- 6. **Resolution of a Support Case.** Clariti does not guarantee a timeline for a solution for an issue. Resolution is always impacted on the type of inquiry and troubleshooting methods used. While Clariti strives for a low effort experience and a timely resolution this is not guaranteed. Clariti does not guarantee a solution on a customer's "in use" version of the product. At times, a solution may be provided in a newer released version of the product and to take advantage of that solution, the customer may be required to upgrade.



Please note that the following issues or case submissions may not be investigated or resolved:

- a. Issues related to software releases 1 year past initial release
- b. Software customization that are not covered by the applicable support plan
- c. The case results in a request for an enhancement or new functionality to Clariti software
- d. Anything that results from a factor outside of Clariti's reasonable control eg. power failures
- 7. **Information on Add-On Support Engagements.** With the exception of Weekend Support, Add-On support engagements can be purchased as a part of your support plan.
 - a. Adoption Support allows a customer access to a Clariti Salesforce Administrator who can assist with the setup and training around the utilization of new functionality. This includes configuration activities like setting up additional Application, License, and Permit types, configuring fees, adding business process automation, alterations to page views and updating layouts, etc., any activity that can be performed via the Salesforce Administrative console within the customer's Salesforce environment.
 - b. Release Assistance allows a customer access to a Clariti Salesforce Administrator who can assist with the installation and testing of Clariti's product releases. This includes the defining and executing of test cases in agreement with a customer on vital functionality to be evaluated after each release. This also includes the installation of the Clariti Packages into one Sandbox and Production environment.
 - c. After Hours Support is a billable offering that allows a customer to work through a particular issue or project with support staff available during non-business hours. After Hours support is to be booked at least 2 weeks in advance to ensure proper staffing. Requests made with less than two weeks notice can not be guaranteed or will be subject to additional fees.
- 8. **Other Support Programs.** Clariti offers three (3) other support programs that offer different tiers of support. For detailed questions about other support programs available, please contact your Clariti sales representative.
- 9. Support Terms and Conditions. Clariti is only obligated to provide support during periods for which the customer has a support contract in good standing in accordance with the level of support the customer has purchased. Service level definitions can change from time to time, and Clariti may discontinue particular support levels without notice.
 - a. If a customer would like to upgrade their support program prior to their renewal the cost of the support program will be-prorated to the next renewal date.
 - b. Support programs can not be downgraded mid term. Should the customer wish to change their support program this is to be done during their renewal period.
 - c. Clariti does not guarantee a resolution of a technical issue solution on a customer's "in use" version of the product. At times, a solution may be provided in a newer released version of the product, and to take advantage of that solution, the customer may be required to upgrade.
 - d. Clariti does not guarantee a solution for every defect or enhancement reported against the product. Clariti will provide solutions for issues deemed to be of critical importance or of benefit to all customers. These items are at the sole discretion of Clariti to include in the product.
 - e. Clariti does not guarantee a timeline for a solution for an issue. Resolution is impacted by the type of inquiry, the environment and the troubleshooting methods used. While Clariti strives for a low- effort experience and a timely resolution, this is not guaranteed.
 - f. Major system changes that should be done by the original System Integrator are excluded from support. If the original System Integrator is not available, then an appropriate Clariti support package will be recommended.
 - g. System upgrades and new/changed functionality are excluded from support. Any activities to modify the existing implementation can be satisfied via an Adoption Support engagement, Purchase of a Clariti System Administrator package, Clariti's Professional Services team or recommended System Integrator.
 - h. Clariti shall never directly update, change, or modify custom code done by partners or customers unless contracted to do so. If this is required, and there is no agreement in place with a System Integrator, Clariti can work with the customer to put an agreement in place or make available approved, trained and experienced third-party System Integrators on an as needed basis. At Clariti's discretion, it may consult or advise on an issue based on the support type the customer has in place.
 - i. Other than approved integrations (e.g. GIS, Bluebeam, Payment Processing, etc...), Clariti shall not support other 3rd party integrations. GIS and Bluebeam integrations are included for a fee and are purchased "as-is". Functionality will be released on an ongoing basis. Work effort to take advantage of additional functionality is not included in any support types.
 - Clariti specifically does not provide support for: Data conversion, data loads, data mapping, custom code reviews and custom code debugging.
 - k. Salesforce Development Lifecycle Restriction: Customers agree to have their technical staff or System Integrator staff maintain environments and Salesforce best practices described in based on the trailhead learnings:
 - 1. https://trailhead.salesforce.com/content/learn/modules/application-lifecycle-and-development-models
 - m. https://trailhead.salesforce.com/content/learn/modules/declarative-change-set-development
 - n. System issues that arise due to not following procedures described in sections "Chapter 2: Development Environments" (for single and multiple projects), "Chapter 4: Track and Synchronize Development Changes", and "Chapter 5: Release Management" are excluded from Standard coverage and draw down from other support types.
 - o. Customers agree to monitor and manage all users, System Integrators and Technical Staff use of subscriptions. The subscription capabilities are documented here Clariti OEM License Comparison.htm. Clariti may itself review the customer's use of subscriptions at any time through the Service. System issues that arise from exceeding subscription capabilities are excluded from Standard coverage and fall under Full solution Support.



The customer understands that Clariti is built upon the Salesforce Platform and that from time to time, Salesforce may introduce changes that may impact the Clariti modules. In most cases, these issues can be resolved. In exceptional cases, the change may be fundamental and cannot be resolved to the original function. In such a case, Clariti shall make every effort to resolve the issue alternatively.

The customer receives advance notice of Salesforce platform changes by registering to and monitoring one or more of the notification services described here: https://help.salesforce.com/articleView?id=000212843&type=1
For detailed questions about support, please contact your sales representative or contact us: http://www.claritisoftware.com/about/contact-us

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: ECN **ServiceNow Number:** DHRPSC0005564

Submitted By: Jenny Collins **Version:** 0.01

Department Coordinator: Jenny Collins, **Version Type:** New

Jenny.Collins@sfgov.org

Project Manager: Jenny Collins

Brief description of proposed work: The Office of Economic and Workforce Development (OEWD) seeks economic consulting services including research and analysis of industries, markets, and communities, as well as assistance with implementation of economic strategies and recommendations. Service areas include fiscal analysis, real estate analysis, inclusionary housing feasibility analysis, economic development strategy, and economic research. Consultants would be selected from a pre-qualified list.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$1,000,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 24

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: Areas of service will vary under each contract awarded under this authorization, and may include, but are not limited to:

SERVICE AREA 1: FISCAL ANALYSIS

Work analyzing the expected revenue, employment, or overall spending impact of alternative state or local tax, fee, and/or other types of public financing; or

Performing tax or fee revenue forecast for local governments. Revenues forecasted may include but are not limited to property taxes, business taxes, sales taxes, impact fees and/or other local taxes or fees.

SERVICE AREA 2: REAL ESTATE ANALYSIS

Identifying potentially appropriate uses for a given parcel, based on a review of market conditions and trends, knowledge of development, financing practices and conditions, public benefit and infrastructure requirements, and/or other relevant parameters; or

Estimating the costs of development, operation, and/or maintenance associated with proposed development projects; or

Performing pro-forma analysis of a development scheme, including multi-year cash flow analysis or land residual analysis; or

Reviewing development proposals and advised in the selection of a developer; or Reviewing and analyzing business terms and developed counter-proposals for complex real estate transactions; or

Researching and analyzing market conditions and trends; or

Determining the fiscal impacts of alternate development proposals; or

Performing nexus studies for impact fees; or

Performing economic analysis of urban housing markets; or

Assessing the feasibility of different development finance tools or structures; or Performing stakeholder research that was used to inform the evaluation of a proposed development project or development tool's feasibility, and/or informing the evaluation of an ownership structure, potential partnership, proposed tenant/user, or organizational structure's feasibility.

Work may be relative to any land use or product type, including but not limited to market rate and affordable housing, commercial, hospitality and other tourism-related land uses, special event-related land uses, athletic facilities, parks and other public spaces, industrial, civic, institutional, or infrastructure.

SERVICE AREA 3: INCLUSIONARY HOUSING FEASIBILITY ANALYSIS

Firms may be pregualified for work based on experience that:

- a. Built residual land value models of market-rate housing pro-forma models to estimate project feasibility under different assumptions of inclusionary housing requirements.
- b. Modeled the impact of changing inclusionary housing requirements on housing production levels.
- c. Modeled the impact of changing inclusionary housing limits on the financial feasibility of market-rate housing prototypes.
- d. Recommended inclusionary housing levels to a local government based on feasibility analysis.

SERVICE AREA 4: ECONOMIC DEVELOPMENT STRATEGY

Developing an economic strategy that analyzed neighborhood, city, or regional economic composition and performance, the structure and competitiveness of an industry or industry clusters, local factor conditions, and best practices in local economic development policy areas;

or

Conducting retail sales surplus and leakage analysis; or

Performing quantitative or qualitative market research in neighborhoods to inform economic development strategy recommendations; or

Performing follow-up activities to implement recommended programs and strategies resulting from any of the three tasks listed above.

SERVICE AREA 5: ECONOMIC RESEARCH

Preparing and implementing survey or interview research designs concerning business and consumer behavior; or

Performing econometric analysis of statistical data related to urban policy issues.

Why are these services required and what are the consequences of denial?: Specialized expert data and analysis is essential for OEWD to support the City in the strongest possible economic public policy development. Without this collaboration, OEWD would not have the indepth level of analysis to support effective policy design and implementation.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 2

Why have you not hired City employees to perform the services?: These consultant services are needed on a sporadic basis with a variable but highly specialized skill set required for each separate project. Qualified civil service staff members will direct the consultants' work, but existing staff do not have the breadth and depth of skill needed to perform the work themselves.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: No

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

No

- **Q2** Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- Q4 Does City lacks necessary facilities/equipment?: No
- **Q5 Are the services required on a temporary basis or on a long-term basis?:** Long-term Basis

Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: Yes Q5a1) Why are the services required on an as-needed, intermittent and periodic basis?:

These consultant services are needed on a sporadic basis with a variable but highly specialized skill set required for each separate project.

Q5b) Do the services require specialized expertise, knowledge experience?: Yes Q5b1) Describe the specialized skills and expertise required to perform the services:

Consultants must have successful experience in providing economic consulting services, including research, analysis, and implementation support. They must have experience working with municipalities or other government agency on complex economic projects. Specific experience varies in service areas: fiscal analysis, real estate analysis, inclusionary housing feasibility analysis, economic development strategy, and economic research.

Q5c) Does City have classifications with the required specialized skills or expertise?: No

Q5c1) Should City develop a classification to perform these services?: No

Q5c2) Explain why new a job classification is not feasible: No, the need for these consulting services is occasional and varying in duration and intensity, which would not support a dedicated civil service position.

Q5d) Will contractor directly supervise City employees?: No

Q5e) Will contractor train City employees?: No

Q5e1) Explain why training of City employees is not required: Staff utilize data and analysis provided by consultants, but no formal training is exchanged.

Q5f) Is there a plan to transition this work back to the City?: No

Q5f1) Explain why the work will not be transitioned back to the City: No, this project is sporadic in nature. Consultant insight is necessary for OEWD staff to perform their work.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 1825 - Prnpl Admin Analyst II, 1824 - Pr Administrative Analyst

Labor Unions: 021 - Prof & Tech Eng, Local 21

Labor Union Email Addresses: L21pscreview@ifpte21.org

Union Review Sent On: 7/11/2025 **Union Review End Date:** 7/21/2025

Union Review Duration Met On: 7/21/2025

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

Instructions:

Step 1: Download and save this template to your desktop.

Step 2: Complete the fields below.

Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other contracts should be limited to those executed within the last three years, measured from the date of the PSC submission. The Commission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those other contracts.

Other than completing the blank fields below and adding row at the bottom, do not change or alter this template.

	Office of Economic and Workforce Development		<u>270.</u>		Contract PSC ServiceNow Record Not to Exceed Number (if PSC approval	317	200,000 31773-15/16 Economic Development Consulting					
ECN	ECN Office of Economic a	Andres Salas	andres.salas@sfgov.org	DHRPSC0005564	Contract	6/30/2025 \$	6/30/2025 \$					
	Ü				Contract Ctort Date		4/15/2020					
Dept Acronym:	Dept Name:	PSC Coordinator Name:	PSC Coordinator Email:	PSC ServiceNow Record No.:		1000013723	1000017746					



OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT FINANCE AND ADMINISTRATION DIVISION MEMORANDUM

TO: CIVIL SERVICE COMMISSION

FROM: JENNY COLLINS, CONTRACT AND GRANT DIRECTOR

SUBJECT: DHRPSC0005564

BACK-DATING REQUEST

DATE: 7/22/2025

Dependent on approval of DHRPSC0005564, Economic Consulting Services, the Office of Economic and Workforce Development (OEWD) is respectfully requesting authorization to backdate two contracts intended to draw from this authorization to July 1, 2025 term start dates.

Due to understaffing and a significant backlog of agreements to execute and encumber before the end of Fiscal Year 2024-2025, we were not able to initiate this PSC authorization request in enough time to receive approval prior to July 1, 2025.

We are hoping to be scheduled for Civil Service Review on August 18, 2025, and we would appreciate authorization to backdate to July 1, 2025 if possible.

Please contact me for additional information at <u>jenny.collins@sfgov.org</u> or 628-652-8442. Thank you for your consideration.

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: PUC **ServiceNow Number:** DHRPSC0005353

Submitted By: Carla Leonard **Version:** 0.01

Department Coordinator: Shawndrea Hale, **Version Type:** New

SHale@sfwater.org

Project Manager: Mario Valdez

Brief description of proposed work: PRO.0328 SEP-7 Operations, Engineering, and Maintenance Buildings Construction Management (CM) Staff Augmentation Services As part of the SFPUC's Sewer System Improvement Program (SSIP), the SEP-7 Operations, Engineering, and Maintenance (OEM) Buildings Project's primary goal is to replace the existing, outdated buildings to alleviate departmental overcrowding, address building code and safety issues, eliminate inefficiencies such as decentralized locations, and accommodate the SEP's current and future operational needs. The construction management staff augmentation services required for the Project include, but are not limited to, construction administration, construction inspection, construct contracts management, and project controls (construction scheduling and cost estimation).

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

PSC Amount: \$7,700,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration

PSC Duration (Months): 40

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Clearly describe scope and detail the services to be performed: The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco ("City"),

seeks to retain the services of a qualified Proposer to provide construction management (CM) staff augmentation services for the new SEP-7 Operations, Engineering, and Maintenance Buildings Project ("Project"). As part of the SFPUC's Sewer System Improvement Program (SSIP), a multibillion-dollar capital program, and more specifically as a part of the Southeast Water Pollution Control Plant (SEP), the SFPUC seeks to transform the SEP by developing adequate facilities to meet operating needs and creating a long-term plan to maximize the value of Wastewater Enterprise (WWE) assets. The Project work includes demolition of the existing building and temporary trailers, and within the footprint and the adjacent parking lot, construction of two new operations, engineering, and maintenance (OEM) buildings. The CM staff augmentation services required for the Project include, but are not limited to, expertise in construction management processes, contract claims and change order management, construction scheduling, cost estimation, construction sequencing, trade package sequencing, construction techniques such as hazardous material abatement, steel framework inspection, structural steel welding, concrete formwork and reinforced concrete inspections, building commissioning, construction safety, etc.

Why are these services required and what are the consequences of denial?: If these services are denied, there will be an impact to Project construction management staffing levels for the new SEP-7 Operations, Engineering, and Maintenance Buildings Project, thus resulting in construction delays, unmanaged and uninspected construction work, significantly increased construction costs, increased risks to quality control and assurance compliance as well as increased risk to Project safety.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 1

Why have you not hired City employees to perform the services?: This request serves as a contingency measure to augment existing City staff to provide additional CM services when required for short-term, as-needed, intermittent work of limited duration for peak construction workloads which, once the Project is completed, would not necessitate on-going support. As such, the specialized CM needs for the Project are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: Contracts over \$1,170,000

Will any contracts under this PSC require Board of Supervisors approval: ${\sf No}$

Justification

- Q1 Are there any regulatory or legal requirements supporting outsourcing of this work?:
- Q2 Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- Q4 Does City lacks necessary facilities/equipment?: No
- **Q5 Are the services required on a temporary basis or on a long-term basis?:** Long-term Basis
- Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: Yes Q5a1) Why are the services required on an as-needed, intermittent and periodic basis?: The services are required on an as-needed, intermittent, and periodic basis to help accommodate PUC peak construction workload demands during relatively short-term capital projects in addition to providing expertise for the anticipated construction work.
- Q5b) Do the services require specialized expertise, knowledge experience?: Yes Q5b1) Describe the specialized skills and expertise required to perform the services:

Expertise in alternative project delivery, construction management processes, contract claims and change order management, construction scheduling, cost estimation, construction sequencing, trade package sequencing, construction techniques such as hazardous material abatement, steel framework inspection, structural steel welding, concrete formwork and reinforced concrete inspections, building commissioning, construction safety, etc.

- **Q5c)** Does City have classifications with the required specialized skills or expertise?: Yes **Q5c1)** Identify the classifications: 5241 Engineer, 5203 Assistant Engineer, 6319 Senior Const Inspector, 6318 Construction Inspector
- Q5c2) Does the Department have employees in these classifications?: Yes
- Q5c3) Why are they not able to perform the services?: Construction management (CM) services can and will be performed by City staff whenever possible. This request is meant to "augment" existing City staff on intermittent, short duration construction work when City staff is managing other construction projects. The level of CM resources required for the Project is not a long-term need that would warrant the hiring of new SFPUC personnel; these CM resources are needed in part due to peak workload staffing requirements resulting from the ongoing influx of capital construction projects, among others. There is more construction management work than can be performed by in-house SFPUC personnel. Additionally, the specialized CM experience and expertise with project controls

services, such as construction scheduling and cost estimation, aren't readily available within the City workforce. If City staffing resources are confirmed to be available prior to the start of construction, then City staff will be prioritized. Once construction begins, and if an SFPUC or SFPW staff person becomes available, then that person may be assigned to the Project to gain experience and training for similar work on future construction projects. Furthermore, this approach helps eliminate the need to contract out additional professional CM services.

- **Q5d) Will contractor directly supervise City employees?:** No
- **Q5e) Will contractor train City employees?:** Yes
- Q5e1) Clearly describe and detail the training activities: The SFPUC intends to address future,

underdeveloped CM skill sets by

directing the contractor to provide training in the areas of construction scheduling and/or cost estimation. The occupational types of City employees that will receive the training are primarily engineers (in all disciplines) and construction inspectors.

Q5f) Is there a plan to transition this work back to the City?: No

Q5f1) Explain why the work will not be transitioned back to the City: This is a one-time construction

project, and the CM staff augmentation services supporting the Project will not be needed once it's completed.

Additional information to support your request (Optional):

Union Notifications

Job Class(es): 5241 - Engineer, 5203 - Assistant Engineer, 6319 - Senior Const Inspector, 6318 -

Construction Inspector

Labor Unions: 021 - Prof & Tech Eng, Local 21

Labor Union Email Addresses: L21pscreview@ifpte21.org

Union Review Sent On: 7/9/2025 **Union Review End Date:** 7/19/2025

Union Review Duration Met On: 7/19/2025

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

Instructions: Step 1: Download and save this template to your desktop. Step 2: Complete the fields below.

Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

<u>Document Content</u>:

Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other contracts executed by your department for the services now being requested with this PSC submission. The list of contracts should be limited to those executed within the last three years, measured from the date of the PSC submission will use this information to determine if there is a pattern of contracting this or similar work out, regardless of which PSC record is associated with those other contracts.

Other than completing the blank fields below, do not change or alter this template.

Dept Acronym:	SFPUC
Dept Name:	San Francisco Public Utilities Commission
PSC Coordinator Name:	Shawndrea Hale
PSC Coordinator Email:	shale@sfwater.org
PSC ServiceNow Record Number:	42294 - 23/24

Brief Description of Services Rendered	The construction management staff augmentation services required for the New CDD Campus at 2000 Marin Project included, but were not limited to, construction administration, construction inspection, construction contracts management, and project controls.
PSC ServiceNow Record Number (if PSC approval was obtained)	10,720,500 42294 - 23/24
PSC ServiceNow Record Numbe Contract Not to Exceed Amount (If PSC approval was obtained)	\$ 10,720,500
Contract End Date	2/25/2029
Contract Start Date	11/26/2024
PS Contract ID	1000035018

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: ADM **ServiceNow Number:** DHRPSC0001915

Submitted By: Jessica Kwok **Version:** 2.01

Department Coordinator: Lynn Khaw, **Version Type:** Amendment

lynn.khaw@sfgov.org

Project Manager: Florence Kyaun Legacy PSC #: 46672-22/23

Brief description of proposed work: As-Needed Set-Up/Installation & Break-Down of Barricades, Fences, & Traffic Safety Equipment

Reason for the Request for Amendment: An amendment is being requested to add \$930,000 to the current approved PSC amount to account for the most updated usage rate and projection with no change in duration.

Review Type and Reason

CSC Review Required: Yes **CSC Review Reason(s):**

- Requires CSC Approval by Amount

Amount

Previously Approved Amount: \$2,250,000

Increase Amount: \$930,000

Why are you requesting the PSC amount to be increased?: Request is based on the most

updated usage rate and projection. **Total Amended Amount:** \$3,180,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration **Previously Approved Duration (months):** 72

Duration Increase (months): 0

Total Amended Duration (months): 72 **First Contract Start Date:** 11/1/2023 **PSC Duration End Date:** 10/31/2029

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Are you making substantive changes to the scope of work last approved?: No

Clearly describe scope and detail the services to be performed: Contractors shall provide setup/installation and break-down services of barricades, fencing, and other crowd and traffic safety equipment that are rented, and at times, may be purchased by City departments, to ensure public safety during various special events (e.g., Pride Parade, Warriors championship parade, Fleet Week) and for other circumstances, including street/sewer paving and repair, vehicular accidents, etc. that require temporary crowd and/or traffic safety control measures.

Has your response to any of the following questions changed?: No

Why are these services required and what are the consequences of denial?: The City requires timely set-up and removal of temporary barricades, fencing, and other crowd and traffic safety control equipment to ensure public safety during special events (e.g., parades, Fleet Week) and other circumstances (e.g., street/sewer paving and repair) that take place in public spaces and the public right-of-way. Because these services are primarily temporary crowd and traffic safety needs, the City typically requires a short-term rental of equipment. Contractors own and bear responsibility for a safe and proper setup and removal of the rental equipment. Should such services be denied, contractors will not agree to rent their barricades, fences, and other crowd and traffic safety equipment to the City as contractors will not be able to ensure the proper setup, functioning, and removal of their property. This, in turn, would put public safety at risk during the events, such as the Pride Parade, Fleet Week, and in the vicinity of critical street/sewer/right-of-way repairs. Further, if these services are denied, the City would need to purchase, store, and maintain all such equipment, which is operationally infeasible due to no storage and needs are intermittent and on a temporary basis.

Has your department contracted out these services in the last three years?: Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

How many contracts?: 2

Why have you not hired City employees to perform the services?: The set-up/installation and break-down services of rented barricades, fencing, and other crowd and traffic safety equipment for events (e.g., parades, Fleet Week) and other short-term circumstances (e.g., street/sewer paving and repair) that take place in public spaces and the public right-of-way must be performed by the contractors because the equipment is the property of the contractors. Contractors ensure safe and proper use of their equipment in performing these services.

Board and Commission Approvals

Has your response to any of the following questions changed?: No

Will any contracts under this PSC require department Commission approval: No

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Has your response to Q1 changed?: No

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

No

Has your response to any of the following questions changed?: No

Q2 - Does performing these services cause a conflict of interest?: No

Q3 - Are these proprietary services City is not authorized to do?: No

Q4 - Does City lacks necessary facilities/equipment?: Yes

Q4a) What facilities or equipment does the City lack that contractor possesses?: The City lacks crowd and traffic safety equipment such as barricades and fencing to ensure public safety during large special events (e.g., Pride parade, Fleet week, Bay to Breakers, etc.). The City also lacks storage facilities to own, maintain, and store all such equipment when needs are intermittent and on as needed basis.

Does the dept plan to acquire the facilities/equipment to perform the services?: No Explain why: Services are needed only on a temporary and intermittent basis, such as for special events (e.g., Pride Parade, Fleet Week) or during temporary repair work in the public right-of-way. Once such crowd and traffic safety equipment are set up, further services are typically not required until equipment is to be removed at the end of a parade or repair work.

Additional information to support your request (Optional):

Union Notifications

Have the Job Classes/Labor Unions changed?: No

Job Class(es): 7514 - General Laborer, Q050 - Sergeant, (Police Department), 7421 - Sewer Maintenance Worker, 7220 - Asphalt Finisher Supervisor 1, 7344 - Carpenter, 7449 - Sewer Service Worker, 7502 - Asphalt Worker, 7311 - Cement Mason, 7404 - Asphalt Finisher, 8208 - Park Ranger, 7501 - General Laborer Apprentice, 9212 - Aviation Security Analyst **Labor Unions:** 038 - Plumbers, Local 38, 580 - Cement Masons, Local 300 (580), 236 -

Carpenters, Local 22, 911 - POA, 261 - Laborers Int, Local 261, 790 - SEIU, Local 1021, Misc **Labor Union Email Addresses:** larryjr@ualocal38.org, WOrellana@opcmialocal300.org,

Labor Official Addresses. larry i wallocalso.org, wortenanawopermalocalsoo.

local22publicsector@nccrc.org, tracym@sfpoa.org, laborers261@gmail.com,

PSCreview@seiu1021.org

Union Review Sent On: 7/9/2025 **Union Review End Date:** 7/19/2025

Union Review Duration Met On: 7/19/2025

From: CCSF IT Service Desk

To: Kyaun, Florence (ADM); Magante, Evan (ADM); Khaw, Lynn (ADM)

Subject: ADM [DHRPSC0001915] submitted for DHR Admin approval has been APPROVED

Date: Wednesday, October 2, 2024 1:59:01 PM

Attachments: <u>image</u>

Hello Lynn Khaw,

ADM PSC [DHRPSC0001915] was APPROVED by DHR on 2024-10-02. You may now proceed to use this PSC.

PSC Summary

Record Number: DHRPSC0001915 v 2.0

Description of Proposed Work: As-Needed Set-Up/Installation & Break-Down of Barricades, Fences, & Traffic

Safety Equipment

Request Type: Amendment

Reason for the Request for Amendment: An amendment is being requested to add \$750,000 to PSC due to a new

usage projection with no change in duration.

Approval Type: DHR Approval

Submitting Department: ADM **Dept PSC Coordinator:** Lynn Khaw

Dept PSC Coordinator Email: lynn.khaw@sfgov.org **Dept PSC Coordinator Phone:** +1 (628) 652-1623

DHR Admin/Reviewer: Linda Rainaldi **First Contract Start Date:** 2023-11-01

Previously Approved Amount: \$1,500,000.00

Increase Amount: \$750,000.00

Total Amended Amount: \$2,250,000.00 **Previously Approved Duration (Months):** 72

Duration Increase (Months): 0

Total Amended Duration (Months): 72

Funding Source(s): City Funds

Scope of Work: Contractors shall provide set-up/installation and break-down services of barricades, fencing, and other crowd and traffic safety equipment that are rented, and at times, may be purchased by City departments, to ensure public safety during various special events (e.g., Pride Parade, Warriors championship parade, Fleet Week) and for other circumstances, including street/sewer paving and repair, vehicular accidents, etc. that require temporary crowd and/or traffic safety control measures.

PSC Justification(s)

9 G : G 1:14

Service for which City lacks the necessary facilities/equipment

Take me to the PSC Record

Ref:TIS5352279 OhpKXLLj90jcHi3rMnxw

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department:	GENERAL SERVICE	S AGENCY - CITY	<u>ADMIN</u>	Dept. C	ode: <u>ADM</u>			
Type of Request:	□Initial	✓ Modification	of an existing PSC (PSC # 4	46672 - 22/23)				
Type of Approval:	\square Expedited	☑Regular	□Annual	\square Continuing	\square (Omit Posting)			
Type of Service: <u>As-Needed Set-Up/Installation & Break-Down of Barricades, Fences, & Traffic Safety Equipment</u>								
Funding Source: General Fund								
PSC Original A	Approved Amount:	<u>\$750,000</u>	PSC Original Approved D	uration: <u>10/18/2</u>	<u>2 - 10/1//2/ (5 years)</u>			
PSC Mod#1 A	mount: <u>\$750,000</u>		PSC Mod#1 Duration: <u>11/01/23-10/31/28 (1 year 2 weeks)</u>					
PSC Cumulati	ve Amount Propos	ed: <u>\$1,500,000</u>	PSC Cumulative Duration	Proposed: <u>6 yea</u>	rs 2 weeks			

1. Description of Work

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

Contractors shall provide set-up/installation and break-down services of barricades, fencing, and other crowd and traffic safety equipment that are rented, and at times, may be purchased by City departments, to ensure public safety during various special events (e.g., Pride Parade, Warriors championship parade, Fleet Week) and for other circumstances, including street/sewer paving and repair, vehicular accidents, etc. that require temporary crowd and/or traffic safety control measures.

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

The City requires timely set-up and removal of temporary barricades, fencing, and other crowd and traffic safety control equipment to ensure public safety during special events (e.g., parades, Fleet Week) and other circumstances (e.g., street/sewer paving and repair) that take place in public spaces and the public right-of-way. Because these services are primarily temporary crowd and traffic safety needs, the City typically requires a short-term rental of equipment. Contractors own and bear responsibility for a safe and proper setup and removal of the rental equipment. Should such services be denied, contractors will not agree to rent their barricades, fences, and other crowd and traffic safety equipment to the City as contractors will not be able to ensure the proper setup, functioning, and removal of their property. This, in turn, would put public safety at risk during the events, such as the Pride Parade, Fleet Week, and in the vicinity of critical street/sewer/right-of-way repairs. Further, if these services are denied, the City would need to purchase, store, and maintain all such equipment, which is operationally infeasible due to no storage and needs are intermittent and on a temporary basis.

- 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 46672 22/23
- D. Will the contract(s) be renewed?
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

2. Reason(s) for the Request

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

The set-up/installation and break-down of barricades, fencing, and other crowd and traffic safety equipment services are required on a temporary and immediate basis during special events (e.g., Pride Parade, Fleet Week), vehicular accidents, temporary street/sewer paving and repair work, or other unanticipated circumstances in the public right-of-way that poses a risk to public safety. The City also lacks the resources and storage facilities to own, maintain, and store all such equipment when needs are intermittent and on a temporary basis.

B. Reason for the request for modification:

The Office of Contract Administration reviewed the needs for the services and found that additional \$750,000 in services will be required to award the Term Contract to two vendors. No change in duration for 5 years with contract starting from November 1, 2023 through October 31, 2028.

3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Contractors must have knowledge and experience with handling hand tools and power tools for properly setting up various barricades, fences, and other equipment used in crowd and traffic control. The ability to read and understand instructions, plans, and maps of events and work zone locations is also required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7220, Asphalt Finisher Supervisor 1; 7311, Cement Mason; 7344, Carpenter; 7404, Asphalt Finisher; 7421, Sewer Maintenance Worker; 7449, Sewer Service Worker; 7501, Environmental Service Worker; 7502, Asphalt Worker; 7514, General Laborer; 8208, Park Patrol Officer; 9212, Airport Safety Officer; Q050, Sergeant, (Police Department);
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractors will provide rental barricades, fencing, and other crowd and traffic safety equipment, and store them in their facilities.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The set-up/installation and break-down services of rented barricades, fencing, and other crowd and traffic safety equipment for events (e.g., parades, Fleet Week) and other short-term circumstances (e.g., street/sewer paving and repair) that take place in public spaces and the public right-of-way must be performed by the contractors because the equipment is the property of the contractors. Contractors ensure safe and proper use of their equipment in performing these services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Services are needed only on a temporary and intermittent basis, such as for special events (e.g., Pride Parade, Fleet Week) or during temporary repair work in the public right-of-way. Once such crowd and traffic safety equipment are set up, further services are typically not required until equipment is to be removed at the end of a parade or repair work. Further, when the City rents such equipment, services must be performed by the contractors to ensure safe and proper setup and removal.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. No training will be provided.
- C. Are there legal mandates requiring the use of contractual services? No.
- 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. <u>Union Notification</u>: On <u>11/10/23</u>, the Department notified the following employee organizations of this PSC/RFP request: <u>SFPOA Q2-Q50</u>; <u>SEIU 1021 Miscellaneous</u>; <u>Plumbers, Local 38</u>; <u>Laborers, Local 261</u>; <u>Cement Masons, Local 261</u>;

<u>5FPOA - Q2-Q50; SEIO 1021 Miscellaneous; Plumbers, Local 38; Laborers, Local 261; Cement Masons, Local 580; Carpenters, Local 22; </u>

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

Name: <u>Lynn Khaw</u> Phone: <u>4155546296</u> Email: <u>lynn.khaw@sfgov.org</u>

Address: <u>City Hall, Room 430, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102</u>

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46672 - 22/23

DHR Analysis/Recommendation:

Commission Approval Required

02/05/2024 DHR Approved for 02/05/2024

02/05/2024

Approved by Civil Service Commission

List of Previously Approved Contracts for Similar Services (Measured 3 years from the PSC Submission Date)

Instructions:

Step 1: Download and save this template to your desktop.

Step 2: Complete the fields below.

Step 3: Upload a copy of the completed file to your PSC record under the "Required Documentation" tab.

Document Content:

limited to those executed within the last three years, measured from the date of the PSC submission. The Commission will use this information to determine if there is a Do not use this document to list contracts let under this PSC record; those will be tracked separately in the PSC record itself at the end of each fiscal year. Rather, use this template to identify other contracts executed by your department for the services now being requested with this PSC submission. The list of contracts should be pattern of contracting this or similar work out, regardless of which PSC record is associated with those other contracts.

Dept Acronym:	OCA
Dept Name:	Office of Contract Administration
PSC Coordinator Name:	Lynn Khaw
PSC Coordinator Email:	lynn.khaw@sfgov.org
PSC ServiceNow Record No.:	DHRPSC0001915

PS Contract ID	Contract Start Date	Contract End Date	Contract Not to Exceed Amount	PSC ServiceNow Record Number (if PSC approval was obtained)	Brief Description of Services Rendered
1000013946	5/21/2019	5/20/2026 \$	\$ 1,400,000		Barricade Rentals

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: PUC ServiceNow Number: DHRPSC0001978

Submitted By: Joanne Yee **Version:** 1.01

Department Coordinator: Shawndrea Hale, **Version Type:** Amendment

SHale@sfwater.org

Project Manager: Ryan Batjiaka Legacy PSC #: 47589-21/22

Brief description of proposed work: Biosolids Management

Reason for the Request for Amendment: Increase the contract amount to a total of \$36,670,000 and extend the duration to 6/30/2029 to align with the contract modification. The need for this contract's services increased, which have resulted in a need to increase the contract amount and duration.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

Amount

Previously Approved Amount: \$15,900,000

Increase Amount: \$20,770,000

Why are you requesting the PSC amount to be increased?: To align with the contract

modification

Total Amended Amount: \$36,670,000

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration **Previously Approved Duration (months):** 63

Duration Increase (months): 21

Why are you requesting the PSC duration to be increased: To align with the contract

modification

Total Amended Duration (months): 84 **First Contract Start Date:** 7/1/2022 **PSC Duration End Date:** 6/30/2029

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Are you making substantive changes to the scope of work last approved?: No

Clearly describe scope and detail the services to be performed: Original coordinator's email: shale@sfwater.org.

This contract entails the processing of Class B biosolids into Class A biosolids. Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503, the federal regulations which govern biosolids. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. New regulations stemming from SB 1383 restrict the use of biosolids used as cover material in landfills. Alternative, non-landfill uses for biosolids are needed and Contract 63002 ensures there is a management option for biosolids during certain parts of the year.

Why are these services required and what are the consequences of denial?: This service is required to manage the biosolids. The consequences of denial would result in biosolids without a management option.

Has your department contracted out these services in the last three years?: No

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: No

Will any contracts under this PSC require Board of Supervisors approval: Yes

Provide details related to contracts for which BOS approval will be required?: Contracts over 10 million

Justification

Has your response to Q1 changed?: No

- $\mathbf{Q1}$ Are there any regulatory or legal requirements supporting outsourcing of this work?: No
- **Q2** Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- Q4 Does City lacks necessary facilities/equipment?: Yes
- **Q4a) What facilities or equipment does the City lack that contractor possesses?:** The City does not own a facility that processes Class B biosolids into Class A biosolids and does not have farms to use the biosolids.

Does the dept plan to acquire the facilities/equipment to perform the services?: No **Explain why:** The City does not own a facility that processes Class B biosolids into Class A

biosolids and does not have farms to use the biosolids.

Additional information to support your request (Optional):

Union Notifications

Have the Job Classes/Labor Unions changed?:

Job Class(es): 7514 - General Laborer

Labor Unions: 261 - Laborers Int, Local 261

Labor Union Email Addresses: laborers261@gmail.com

Union Review Sent On: 7/9/2025 **Union Review End Date:** 7/16/2025

Union Review Duration Met On: 7/16/2025

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: <u>F</u>	PUBLIC UTILITIES CO	<u>OMMISSION</u>	Dept. Code: <u>PUC</u>					
Type of Request:	\Box Initial	☑Modification	of an existing PSC (PSC # 47589 - 21/22)					
Type of Approval: Type of Service	□ Expedited e: <u>Biosolids Manag</u>	☑Regular g <u>ement</u>	□Annual	☐ Continuing	☐ (Omit Posting)			
<u>Management</u>	e: Wastewater Ent			proved Duration:	05/15/22 - 05/14/27 (5 years)			
	nount: <u>\$6,000,000</u>		PSC Mod#1 Duration: 05/25/22-08/19/27 (13 weeks 6 days)					
PSC Cumulativ	ve Amount Propose	d: <u>\$15,900,000</u>						

1. Description of Work

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

This contract entails the processing of Class B biosolids into Class A biosolids. Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503, the federal regulations which govern biosolids. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. New regulations stemming from SB 1383 restrict the use of biosolids used as cover material in landfills. Alternative, non-landfill uses for biosolids are needed and Contract 63002 ensures there is a management option for biosolids during certain parts of the year.

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

The City's wastewater treatment plants separates solids out from influent and sends them to anaerobic digesters where they are biologically treated. The resulting material is called biosolids, a nutrient rich material which is used as a fertilizer. Management options are required for biosolids on a daily basis as 250 tons are produced each day. Solano County agriculture, which accounts for a third of SFPUC biosolids management, cannot accept biosolids fertilizer on weekends or during the 6 month wet weather season from October 15-April 15. During these periods of time, Contract 63002 is the primary management option for biosolids. The alternative option is landfill disposal, which is only used as a last resort. With the restriction of biosolids use at landfills under SB 1383, Contract 63002 will be needed to provide biosolids management options on weekends and during the 6 month wet weather season. Without this contract, the City will not have a management option for biosolids during the 6 month wet weather season which complies with SB 1383.

- 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 47589 21/22
- D. Will the contract(s) be renewed?

Yes

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

This PSC will be for five years. This is the stated term limit for PSCs. Five years is a standard term for large, critical contracts where limited disruption in service is desired.

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:

This service requires a large facility to process Class B biosolids into a Class A biosolid fertilizer which the City does not possess. The service also requires agreements with farmers and ranchers and specialized equipment to use the fertilizer created.

B. Reason for the request for modification:

The increased amount is due to the new contract bid pricing that came in higher than anticipated when the original PSC was submitted.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This service requires a facility capable of converting Class B biosolids to Class A biosolids. The service also requires agreements with farmers and ranchers for the reuse of the Class A biosolids products as a fertilizer. The application of the Class A biosolids requires specialized equipment and an agronomist to determine application rates.
- 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 provides a facility capable for processing Class B biosolids into a Class A biosolids fertilizer.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
 - The City does not own the specialized facility which performs this service, does not have agreements with farmers and ranchers, and does not have specialized application equipment.
- 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 or feasible as the City does not have the requisite facility or equipment to accomplish this work.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. No, there is no facility capable of performing this through available resources.
- 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. <u>Union Notification</u>: On <u>05/25/22</u>, 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@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>47589 - 21/22</u>

DHR Analysis/Recommendation: Commission Approval Required 07/18/2022 Approved by Civil Service Commission

07/18/2022 DHR Approved for 07/18/2022

AMENDED IN COMMITTEE 6/16/2022 RESOLUTION NO. 314-22

FILE NO. 220600

[Contract - Lystek International Limited - Class A Biosolids Management Services - Not to Exceed \$22,800,000]

Resolution authorizing the Office of Contract Administration to enter into PeopleSoft Contract ID 1000025273 between the City and County of San Francisco and Lystek International Limited for the provision of Class A Biosolids management services with an initial contract not to exceed amount of \$16,400,000 for five years and \$6,400,000 for two optional extension years for a total not to exceed amount of \$22,800,000 and total contract duration of seven years commencing on July 1, 2022, and ending on June 30, 2029.

WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to approve by Resolution contracts estimated to cost the City \$10,000,000 or more; and

WHEREAS, The contract referenced above is on file with the Clerk of the Board of Supervisors in File No. 220600, which is hereby declared to be part of this Resolution as if set forth fully herein; and

WHEREAS, This Contract was competitively procured as required by Administrative Code, Chapter 21.1, through an Invitation for Bids issued by the Office of Contract Administration on March 29, 2022, under Sourcing Event 0000006728 for the production and management of Class A biosolids; and

WHEREAS, Sourcing Event 0000006728 resulted in the award of Aggregate 1 to Lystek International Limited as the lowest responsive bidder (PeopleSoft Contract ID 1000025273); and

WHEREAS, this is a contract for Services and the Local Business Entity ("LBE") subcontracting participation requirement for the Services has been waived; and

WHEREAS, Annually, the Oceanside and Southeast wastewater treatment facilities produce approximately 60,000 tons of biosolids, which are nutrient rich solids produced during wastewater treatment; and

WHEREAS, The conversion of these biosolids into Class A biosolids and their subsequent use is a service necessary for the management of this material;

RESOLVED, That the Board of Supervisors, under Charter, Section 9.118(b), hereby authorizes the Purchaser and Director of the Office of Contract Administration to execute PeopleSoft Contract ID 1000025273 between the City and County of San Francisco and Lystek International Limited for the provision of Class A Biosolids management services with an initial contract not to exceed amount of \$16,400,000 for five years and \$6,400,000 for two optional extension years for a total not to exceed amount of \$22,800,000 and total contract duration of seven years commencing on July 1, 2022, and ending on June 30, 2029; and, be it

FURTHER RESOLVED, That within 30 days of the contracts being fully executed by all parties, the Purchaser shall provide the final copies of the contracts to the Clerk of the Board for inclusion into the official file.



City and County of San Francisco **Tails**

City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Resolution

File Number:

220600

Date Passed: July 12, 2022

Resolution authorizing the Office of Contract Administration to enter into PeopleSoft Contract ID 1000025273 between the City and County of San Francisco and Lystek International Limited for the provision of Class A Biosolids management services with an initial contract not to exceed amount of \$16,400,000 for five years and \$6,400,000 for two optional extension years for a total not to exceed amount of \$22,800,000 and total contract duration of seven years commencing on July 1, 2022, and ending on June 30, 2029.

June 16, 2022 Government Audit and Oversight Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

June 16, 2022 Government Audit and Oversight Committee - CONTINUED AS AMENDED

July 07, 2022 Government Audit and Oversight Committee - RECOMMENDED AS COMMITTEE REPORT

July 12, 2022 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 220600

I hereby certify that the foregoing Resolution was ADOPTED on 7/12/2022 by the Board of Supervisors of the City and County of San Francisco.

> Angela Calvillo Clerk of the Board

London N. Breed Mayor

Date Approved

Personal Service Contract Summary (PSC Form 1)

PSC Basic Information

Submitting Department: PUC ServiceNow Number: DHRPSC0003545

Submitted By: Shawndrea Hale **Version:** 1.01

Department Coordinator: Shawndrea Hale, **Version Type:** Amendment

SHale@sfwater.org

Project Manager: Anjelica Houston Legacy PSC #: 49373-19/20

Brief description of proposed work: Professional Services - Engineering Support & Software

Maintenance

Reason for the Request for Amendment: SFPUC requesting additional funds and duration to continue maintenance and improvements to new Stormwater Data System for CC&B Billing system.

Review Type and Reason

CSC Review Required: Yes CSC Review Reason(s):

- Requires CSC Approval by Amount

- Requires CSC Approval by Duration

Amount

Previously Approved Amount: \$5,000,000

Increase Amount: \$2,640,422

Why are you requesting the PSC amount to be increased?: SFPUC requesting additional funds and duration to continue maintenance and improvements to new Stormwater Data System for

CC&B Billing system.

Total Amended Amount: \$7,640,422

Does contract include items other than services?: No

Duration

Is PSC by Duration or Continuing: Duration Previously Approved Duration (months): 84

Duration Increase (months): 36

Why are you requesting the PSC duration to be increased: SFPUC requesting additional funds and duration to continue maintenance and improvements to new Stormwater Data System for CC&B Billing system.

Total Amended Duration (months): 120 **First Contract Start Date:** 7/1/2020

PSC Duration End Date: 7/1/2030

Funding

Funding Source: City Funds

Special circumstances related to funding: No

Scope of Work

Are you making substantive changes to the scope of work last approved?: No

Clearly describe scope and detail the services to be performed: The City seeks to extend the services of a qualified Proposer Langan CA, Inc. to design, code, implement, and manage the existing Stormwater Data Management System that was built by Langan CA, Inc. under the contract and make modifications to the CC&B system and provide integration services to implement the Stormwater charge.

Why are these services required and what are the consequences of denial?: The services are critical to SFPUC's customer billing system because it allows SFPUC to track and bill customers for stormwater usage and denial may adversely affect stormwater charge billing and and related customer services.

Has your department contracted out these services in the last three years?: No

Board and Commission Approvals

Will any contracts under this PSC require department Commission approval: Yes

Provide details related to contracts for which dept comm approval required: The contract is over \$1,170,000.

Will any contracts under this PSC require Board of Supervisors approval: No

Justification

Has your response to Q1 changed?: No

Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:

- **Q2** Does performing these services cause a conflict of interest?: No
- Q3 Are these proprietary services City is not authorized to do?: No
- ${\bf Q4}$ ${\bf Does}$ City lacks necessary facilities/equipment?: No
- **Q5 Are the services required on a temporary basis or on a long-term basis?:** Long-term Basis
- Q5a) Are the services required on an as-needed, intermittent, or periodic basis?: No
- Q5b) Do the services require specialized expertise, knowledge experience?: Yes
- **Q5b1)** Describe the specialized skills and expertise required to perform the services: The specialized skills and expertise required to perform the services for this contract include

knowledge of the SFPUC's current Stormwater Data Management System, the Oracle billing system (CC&B) and the intergration between them. Additional specialized skills and expertise required include GIS data processing, developing and managing data management systems, managed services, training and the transfer of knowledge.

Q5c) Does City have classifications with the required specialized skills or expertise?: Yes **Q5c1)** Identify the classifications: 1044 - IS Engineer-Principal, 1054 - IS Business Analyst-Principal, 1043 - IS Engineer-Senior

Q5c2) Does the Department have employees in these classifications?: Yes

Q5c3) Why are they not able to perform the services?: The work requires a specialized skill-set that does not exist internally. It also requires knowledge of the existing Stormwater Data Management System which existing staff are not trained for.

Additionally, staff are managing many other critical SFPUC systems which require continuous attention and cannot take on this additional responsibility. The software development work is short-term.

Q5d) Will contractor directly supervise City employees?: No

Q5e) Will contractor train City employees?: Yes

Q5e1) Clearly describe and detail the training activities: Yes. The employees in the Customer Service Bureau will be trained on the new internal and external facing systems so they can answer questions and guide rate payer on any user-interface questions they may have along with specifics to their billing.

Q5f) Is there a plan to transition this work back to the City?: Yes

Q5f1) Describe the transition plan, including the anticipated timeline: At the end of the contract amendment in 2030, we will assess the stability of the business requirements for the Stormwater Data Management system and if they are stable, then we will assess the additional basic staffing necessary and once it becomes available then we will initiate the migration process to in-house.

Additional information to support your request (Optional):

Union Notifications

Have the Job Classes/Labor Unions changed?:

Job Class(es): 1044 - IS Engineer-Principal, 1054 - IS Business Analyst-Principal, 1043 - IS

Engineer-Senior

Labor Unions: 021 - Prof & Tech Eng, Local 21

Labor Union Email Addresses: L21pscreview@ifpte21.org

Union Review Sent On: 7/7/2025 **Union Review End Date:** 7/17/2025

Union Review Duration Met On: 7/17/2025

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: <u>Pl</u>	UBLIC UTILITI	ES COMMISSIC	ON PUC		Dept. Co	ode: <u>PUC</u>
Type of Reques	st:	☑Initial	□Modification	n of an existing PS	SC (PSC #)
Type of Approv	al:	□Expedited	☑Regular	□Annual	\square Continuing	☐ (Omit Posting)
Type of Service	: <u>Professiona</u>	ıl Services - Eng	gineering Suppo	ort & Software Ma	aintenance	
Funding Source PSC Amount: 5		<u>41, FUND 2050</u>		15729 ate: <u>07/01/2020</u>	PSC Est. End Date	e <u>06/30/2027</u>
The City seel Stormwater	Vork/Services ks to retain th Data Manage		qualified Propo and make modif		de, implement, ar C&B system and p	
The SFPUC is requirement This project v allows for pa	s updating the es. This projec will allow the ayers to dispu	e way we bill fo t is required in SFPUC to char te charges/app	order to upgrad rge residents an oly for credits. T	charges to bette de our billing syst d business owne his project will cr	rs based on their p	this billing change. property attributes and al and external facing
attach co This is a r bifurcate	opy of the mo new service. ' the charges	st recently app We currently b into explicit sto	proved PSC. Fill for Stormwat Ormwater and sa	er, blended withi	Γhis will require ar	er a previous PSC, charges but this will n update to the billing
D. Will the co Unknown	ontract(s) be i	renewed?				
by anoth This is th services. Custome wastewa building of is schedu system a	er five years, e largest char The changes or Service Burter bills. The of a complete aled for a sever	please explain nge to the Billin will have an in eau, especially project not on ely new suppor en-year period upporting syste	why. In why. In system that the system that the system in the additional system, store of which the firms system, store of which the firms system.	the SFPUC has ex by the Information al queries related ges to the current ormwater Data M st two are to buil	perienced, especian Technology Serval to Stormwater chair billing system, balanagement System ld the changes for	narges portion of the ut also requires m (SDMS). The project
2. <u>Reason(s) fo</u> A. Indicate a			d attach any rele	evant supporting	documents):	

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge. This project is short-term, as it is projected to take 2-years to update the billing system and create the supporting SDMS. Then the contractor will be responsible for managing the new system for the first 5 years.

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

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This requires experience in the oracle billing system, gis data, developing and managing data management systems, managed services, training and the transfer of knowledge.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes the new data management system will be hosted on the contractor's equipment.

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

None. The work requires a specialized skill-set that does not exist internally. This project requires short-term work and the development work would not exist after completion.

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

- A. Explain why civil service classes are not applicable. Not applicable.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. 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 contact? If so, please explain what that will entail; if not, explain why not. Yes. The empoyees in the Customer Service Bureau will be trained on the new internal and external facing systems so they can answer questions and guide rate payer on any user-interface questions they may have along with specifics to their billing.
- 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. Based on a review in PeoplseSoft: 1000000144 PUC HEALTH & SAFETY HAZ TRAIN Per PSC Reso 4078-12/13 approved on 04/08/2014 Per PUC Reso 17-0056 approved on 03/18/2017
- **7.** <u>Union Notification</u>: On <u>03/02/2020</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21

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

Name: <u>Kristen McGuire</u> Phone: <u>415-551-4377</u> Email: <u>kmcguire@sfwater.org</u>

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>49373 - 19/20</u>

DHR Analysis/Recommendation: Commission Approval Required

06/01/2020 DHR Approved for 06/01/2020

action date: 06/01/2020

Approved by Civil Service Commission