

City and County of San Francisco

Edwin M. Lee
Mayor



Department of Human Resources

Micki Callahan
Human Resources Director

Date: March 4, 2016

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director *RT 3/3/16*

From: Cynthia Avakian, AIR
Deedra Jackson, CHF
Rachel Buerkle, ENV
Jacquie Hale, DPH

Subject: **Personal Services Contracts Approval Request**

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

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

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

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

Total of this Report	YTD Expedited Approvals FY2015-2016	Total for FY2015-2016
\$9,812,033	\$120,666,587	\$2,731,209,508

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Airport Commission
Contracts Administration Unit
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San Francisco, CA 94128
650- 821-2014

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Children, Youth & Their Families
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Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**POSTING FOR**

March 21, 2016

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2016-03-21

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
40273 - 15/16	AIRPORT COMMISSION	\$1,000,000.00	The Monitor Dynamics Inc. (MDI) System provides measures for controlling access to the secured areas of the San Francisco International Airport (Airport or SFO) as required by Federal Transportation Security Regulation Part 1542- Inspection Authority (http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=49:9.1.3.5.10). Contractor will provide MDI support services including proprietary communication software components, proprietary software interfaces to the computer aided dispatch system, and custom database implementation.	April 1, 2016	December 31, 2021	REGULAR
43024 - 15/16	CHILDREN; YOUTH & THEIR FAMILIES	\$6,500,000.00	The contractor(s) selected through this PSC will provide one or more of the following healthy food services to young people in the City and County of San Francisco: school year snacks, school year suppers, summer snacks, and summer lunches. The school year period runs August-May, and summer runs June-August. All meals will be prepared and distributed by the contractor(s) to numerous sites throughout the City. The department currently estimates that more than a half million meals and snacks will be provided annually.	April 1, 2016	September 30, 2021	REGULAR
47595 - 15/16	ENVIRONMENT	\$280,000.00	San Francisco Department of the Environment(SFE)requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students. This is a seasonal program that requires drivers for approximately 16 hours per week between the months of October and June. The field trips are scheduled around the preferences of the classroom teachers and the field trip sites themselves, Due to the location and duration of the field trips, the buses need to stay on-site for the entire field trips.	July 1, 2016	October 31, 2022	REGULAR

TOTAL AMOUNT \$7,780,000**851**

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**Posting For March 21, 2016****Proposed Modifications to Personal Services Contracts****Commission Hearing Date**

2016-03-21

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4049-11/12 - MODIFICATIONS	March 21, 2016	PUBLIC HEALTH -- DPH	\$1,750,000	\$4,750,000	Provide a series of 1-4 hour (dependent on category of employment) motivational lecture based Service Excellence-Patient Satisfaction training sessions to Four categories of Academic Medical Center Staff at San Francisco General Hospital and Trauma Center (SFGH): 1).Frontline/Non-Management Clinical and Non-Clinical staff; 2). Clinical and Non-Clinical Managers and Supervisors; 3).Academic Physicians in Clinical Practice and 4) Graduate Medical Resident Trainees. The proposed work will include a Train The-Trainer Module in order to ensure a system for sustainability will be embedded within the hospital's organizational culture at the end of the consultative engagement.	04/01/2016	06/30/2023	REGULAR
					Scope Change: This modification is for the inclusion of additional trainings in support of the service excellence projects currently underway within the Department of Public Health. Additional trainings will focus on expanding the Kaizen and LEAN trainings(Toyota Production System) in support of the SFGH rebuild, roll out of the Affordable Care Act, and various service delivery integration initiatives underway within the Department.			
4123 12/13 - MODIFICATIONS	March 21, 2016	PUBLIC HEALTH -- DPH	\$282,033	\$1,908,700	Contractor will provide nutrition education and support services, with the goal of transforming environments in order to make healthy eating and physical activity possible in a variety of settings including schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations.	04/01/2016	09/30/2016	REGULAR

TOTAL AMOUNT \$2,032,033

Regular/Continuing/Annual Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIRDept. Code: AIRType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Maintenance and Support Services for Monitor Dynamics Inc. (MDI) SystemFunding Source: Airport Operating FundsPSC Amount: \$1,000,000PSC Est. Start Date: 04/01/2016PSC Est. End Date: 12/31/2021**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Monitor Dynamics Inc. (MDI) System provides measures for controlling access to the secured areas of the San Francisco International Airport (Airport or SFO) as required by Federal Transportation Security Regulation Part 1542- Inspection Authority (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=49:9.1.3.5.10>). Contractor will provide MDI support services including proprietary communication software components, proprietary software interfaces to the computer aided dispatch system, and custom database implementation.

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

Services are necessary to keep the software and database of the Airport's access control system functional. The software interfaces with several Airport security systems and is essential for troubleshooting emergency situations and reporting alarms such as forced door or other events to police dispatchers located in the Communications Center. If manufacturer certified maintenance and support services are not maintained, the availability of the system would be compromised which could jeopardize the security of the Airport and traveling public.

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

This service was previously approved under PSC# 4000-12/13.

D. Will the contract(s) be renewed?

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

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

The requested term includes the anticipated contract original term and options to extend. The estimated end date is extended through the end of that calendar year to allow for system migration.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

B. Explain the qualifying circumstances:

Services are not required on a consistent, full-time basis, and require the work to be done by certified providers.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor must have manufacturer provided training and certification that is not available to end users of the product. As a common business model for access control systems, contractor must be an approved and certified MDI integrator to perform this service.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 7318, Electronic Maintenance Tech;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No. The contractor will not provide facilities and/or equipment.

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

None as contractor must have MDI provided training and certification which is not available to end users.

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

- A. Explain why civil service classes are not applicable.
Due to the complexities of the system and consequences of error, the manufacturer does not grant this certification to its end users, but rather certifies third parties as MDI certified vendors to perform the work. Purchasing and use of their system software and hardware mandates use of manufacturer-approved vendors.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as stated above, the manufacturer does not grant the necessary certifications to end users.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No training will be involved as MDI does not grant certifications to end users.
- 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.
Unknown at this time.

7. Union Notification: On 01/25/2016, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21,Electrical Workers, Local 6,Architect & Engineers, Local 21,Professional & Tech Engrs, Local 21,Electrical Workers, Local 6,Architect & Engineers, Local 21,

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

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

Address: PO Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40273 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2016

Receipt of Union Notification(s)

From: Cynthia Avakian (AIR)
To: Lisa Randall (AIR)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 40273 - 15/16
Date: Monday, January 25, 2016 1:15:16 PM

FYI

Thanks,

Cynthia
1-2014

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of
cynthia.avakian@flysfo.com

Sent: Monday, January 25, 2016 1:14 PM

To: Cynthia Avakian (AIR); khughes@ibew6.org; richardisen@gmail.com; L21PSCReview@ifpte21.org; Christina
Chiong (AIR); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 40273 - 15/16

RECEIPT for Union Notification for PSC 40273 - 15/16 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 40273 - 15/16 for \$1,000,000 for Initial Request services for the period 04/01/2016 – 12/31/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6340> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of February 23, 2016

Title 49 → Subtitle B → Chapter XII → Subchapter C → Part 1542

Title 49: Transportation

PART 1542—AIRPORT SECURITY

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Subpart B—Airport Security Program

- §1542.101 General requirements.
- §1542.103 Content.
- §1542.105 Approval and amendments.
- §1542.107 Changed conditions affecting security.
- §1542.109 Alternate means of compliance.
- §1542.111 Exclusive area agreements.
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Subpart C—Operations

- §1542.201 Security of the secured area.
- §1542.203 Security of the air operations area (AOA).
- §1542.205 Security of the security identification display area (SIDA).
- §1542.207 Access control systems.
- §1542.209 Fingerprint-based criminal history records checks (CHRC).
- §1542.211 Identification systems.
- §1542.213 Training.
- §1542.215 Law enforcement support.
- §1542.217 Law enforcement personnel.
- §1542.219 Supplementing law enforcement personnel.
- §1542.221 Records of law enforcement response.

Subpart D—Contingency Measures

- §1542.301 Contingency plan.
- §1542.303 Security Directives and Information Circulars.
- §1542.305 Public advisories.
- §1542.307 Incident management.

AUTHORITY: 49 U.S.C. 114, 5103, 40113, 44901-44905, 44907, 44913-44914, 44916-44917, 44935-44936, 44942, 46105.

SOURCE: 67 FR 8355, Feb. 22, 2002, unless otherwise noted.

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Subpart A—General

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§1542.1 Applicability of this part.

This part describes aviation security rules governing:

(a) The operation of airports regularly serving aircraft operations required to be under a security program under part 1544 of this chapter, as described in this part.

(b) The operation of airport regularly serving foreign air carrier operations required to be under a security program under part 1546 of this chapter, as described in this part.

(c) Each airport operator that receives a Security Directive or Information Circular and each person who receives information from a Security Directive or Information Circular issued by the Designated official for Civil Aviation Security.

(d) Each airport operator that does not have a security program under this part that serves an aircraft operator operating under a security program under part 1544 of this chapter, or a foreign air carrier operating under a security program under part 1546 of this chapter. Such airport operators must comply with §1542.5(e).

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

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§1542.3 Airport security coordinator.

(a) Each airport operator must designate one or more Airport Security Coordinator(s) (ASC) in its security program.

(b) The airport operator must ensure that one or more ASCs:

(1) Serve as the airport operator's primary and immediate contact for security-related activities and communications with TSA. Any individual designated as an ASC may perform other duties in addition to those described in this paragraph (b).

(2) Is available to TSA on a 24-hour basis.

(3) Review with sufficient frequency all security-related functions to ensure that all are effective and in compliance with this part, its security program, and applicable Security Directives.

(4) Immediately initiate corrective action for any instance of non-compliance with this part, its security program, and applicable Security Directives.

(5) Review and control the results of employment history, verification, and criminal history records checks required under §1542.209.

(6) Serve as the contact to receive notification from individuals applying for unescorted access of their intent to seek correction of their criminal history record with the FBI.

(c) After July 17, 2003, no airport operator may use, nor may it designate any person as, an ASC unless that individual has completed subject matter training, as specified in its security program, to prepare the individual to assume the duties of the position. The airport operator must maintain ASC training documentation until at least 180 days after the withdrawal of an individual's designation as an ASC.

(d) An individual's satisfactory completion of initial ASC training required under paragraph (c) of this section satisfies that requirement for all future ASC designations for that individual, except for site specific information, unless there has been a two or more year break in service as an active and designated ASC.

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§1542.5 Inspection authority.

(a) Each airport operator must allow TSA, at any time or place, to make any inspections or tests, including copying records, to determine compliance of an airport operator, aircraft operator, foreign air carrier, indirect air carrier, or other airport tenants with—

(1) This subchapter and any security program under this subchapter, and part 1520 of this chapter; and

(2) 49 U.S.C. Subtitle VII, as amended.

(b) At the request of TSA, each airport operator must provide evidence of compliance with this part and its airport security program, including copies of records.

(c) TSA may enter and be present within secured areas, AOA's, and SIDA's without access media or identification media issued or approved by an airport operator or aircraft operator, in order to inspect or test compliance, or perform other such duties as TSA may direct.

(d) At the request of TSA and upon the completion of SIDA training as required in a security program, each airport operator promptly must issue to TSA personnel access and identification media to provide TSA personnel with unescorted access to, and movement within, secured areas, AOA's, and SIDA's.

(e) TSA may enter and be present at an airport that does not have a security program under this part, without access media or identification media issued or approved by an airport operator or aircraft operator, to inspect an aircraft operator operating under a security program under part 1544 of this chapter, or a foreign air carrier operating under a security program under part 1546 of this chapter.

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

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Subpart B—Airport Security Program

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§1542.101 General requirements.

(a) No person may operate an airport subject to §1542.103 unless it adopts and carries out a security program that—

(1) Provides for the safety and security of persons and property on an aircraft operating in air transportation or intrastate air transportation against an act of criminal violence, aircraft piracy, and the introduction of an unauthorized weapon, explosive, or incendiary onto an aircraft;

(2) Is in writing and is signed by the airport operator;

(3) Includes the applicable items listed in §1542.103;

(4) Includes an index organized in the same subject area sequence as §1542.103; and

(5) Has been approved by TSA.

(b) Each airport operator subject to §1542.103 must maintain one current and complete copy of its security program and provide a copy to TSA upon request.

(c) Each airport operator subject to §1542.103 must—

(1) Restrict the distribution, disclosure, and availability of sensitive security information (SSI), as defined in part 1520 of this chapter, to persons with a need to know; and

(2) Refer all requests for SSI by other persons to TSA.

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

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§1542.103 Content.

(a) *Complete program.* Except as otherwise approved by TSA, each airport operator regularly serving operations of an aircraft operator or foreign air carrier described in §1544.101(a)(1) or §1546.101(a) of this chapter, must include in its security program the following:

(1) The name, means of contact, duties, and training requirements of the ASC required under §1542.3.

(2) [Reserved]

(3) A description of the secured areas, including—

(i) A description and map detailing boundaries and pertinent features;

(ii) Each activity or entity on, or adjacent to, a secured area that affects security;

(iii) Measures used to perform the access control functions required under §1542.201(b)(1);

(iv) Procedures to control movement within the secured area, including identification media required under §1542.201(b)(3); and

(v) A description of the notification signs required under §1542.201(b)(6).

(4) A description of the AOA, including—

- (i) A description and map detailing boundaries, and pertinent features;
 - (ii) Each activity or entity on, or adjacent to, an AOA that affects security;
 - (iii) Measures used to perform the access control functions required under §1542.203(b)(1);
 - (iv) Measures to control movement within the AOA, including identification media as appropriate; and
 - (v) A description of the notification signs required under §1542.203(b)(4).
 - (5) A description of the SIDA's, including—
 - (i) A description and map detailing boundaries and pertinent features; and
 - (ii) Each activity or entity on, or adjacent to, a SIDA.
 - (6) A description of the sterile areas, including—
 - (i) A diagram with dimensions detailing boundaries and pertinent features;
 - (ii) Access controls to be used when the passenger-screening checkpoint is non-operational and the entity responsible for that access control; and
 - (iii) Measures used to control access as specified in §1542.207.
 - (7) Procedures used to comply with §1542.209 regarding fingerprint-based criminal history records checks.
 - (8) A description of the personnel identification systems as described in §1542.211.
 - (9) Escort procedures in accordance with §1542.211(e).
 - (10) Challenge procedures in accordance with §1542.211(d).
 - (11) Training programs required under §§1542.213 and 1542.217(c)(2), if applicable.
 - (12) A description of law enforcement support used to comply with §1542.215(a).
 - (13) A system for maintaining the records described in §1542.221.
 - (14) The procedures and a description of facilities and equipment used to support TSA inspection of individuals and property, and aircraft operator or foreign air carrier screening functions of parts 1544 and 1546 of this chapter.
 - (15) A contingency plan required under §1542.301.
 - (16) Procedures for the distribution, storage, and disposal of security programs, Security Directives, Information Circulars, implementing instructions, and, as appropriate, classified information.
 - (17) Procedures for posting of public advisories as specified in §1542.305.
 - (18) Incident management procedures used to comply with §1542.307.
 - (19) Alternate security procedures, if any, that the airport operator intends to use in the event of natural disasters, and other emergency or unusual conditions.
 - (20) Each exclusive area agreement as specified in §1542.111.
 - (21) Each airport tenant security program as specified in §1542.113.
- (b) *Supporting program.* Except as otherwise approved by TSA, each airport regularly serving operations of an aircraft operator or foreign air carrier described in §1544.101(a)(2) or (f), or §1546.101(b) or (c) of this chapter, must include in its security program a description of the following:
- (1) Name, means of contact, duties, and training requirements of the ASC, as required under §1542.3.
 - (2) A description of the law enforcement support used to comply with §1542.215(a).
 - (3) Training program for law enforcement personnel required under §1542.217(c)(2), if applicable.
 - (4) A system for maintaining the records described in §1542.221.
 - (5) The contingency plan required under §1542.301.

(6) Procedures for the distribution, storage, and disposal of security programs, Security Directives, Information Circulars, implementing instructions, and, as appropriate, classified information.

(7) Procedures for public advisories as specified in §1542.305.

(8) Incident management procedures used to comply with §1542.307.

(c) *Partial program.* Except as otherwise approved by TSA, each airport regularly serving operations of an aircraft operator or foreign air carrier described in §1544.101(b) or §1546.101(d) of this chapter, must include in its security program a description of the following:

(1) Name, means of contact, duties, and training requirements of the ASC as required under §1542.3.

(2) A description of the law enforcement support used to comply with §1542.215(b).

(3) Training program for law enforcement personnel required under §1542.217(c)(2), if applicable.

(4) A system for maintaining the records described in §1542.221.

(5) Procedures for the distribution, storage, and disposal of security programs, Security Directives, Information Circulars, implementing instructions, and, as appropriate, classified information.

(6) Procedures for public advisories as specified in §1542.305.

(7) Incident management procedures used to comply with §1542.307.

(d) *Use of appendices.* The airport operator may comply with paragraphs (a), (b), and (c) of this section by including in its security program, as an appendix, any document that contains the information required by paragraphs (a), (b), and (c) of this section. The appendix must be referenced in the corresponding section(s) of the security program.

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§1542.105 Approval and amendments.

(a) *Initial approval of security program.* Unless otherwise authorized by the designated official, each airport operator required to have a security program under this part must submit its initial proposed security program to the designated official for approval at least 90 days before the date any aircraft operator or foreign air carrier required to have a security program under part 1544 or part 1546 of this chapter is expected to begin operations. Such requests will be processed as follows:

(1) The designated official, within 30 days after receiving the proposed security program, will either approve the program or give the airport operator written notice to modify the program to comply with the applicable requirements of this part.

(2) The airport operator may either submit a modified security program to the designated official for approval, or petition the Administrator to reconsider the notice to modify within 30 days of receiving a notice to modify. A petition for reconsideration must be filed with the designated official.

(3) The designated official, upon receipt of a petition for reconsideration, either amends or withdraws the notice, or transmits the petition, together with any pertinent information, to the Administrator for reconsideration. The Administrator disposes of the petition within 30 days of receipt by either directing the designated official to withdraw or amend the notice to modify, or by affirming the notice to modify.

(b) *Amendment requested by an airport operator.* Except as provided in §1542.103(c), an airport operator may submit a request to the designated official to amend its security program, as follows:

(1) The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official.

(2) Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend.

(3) An amendment to a security program may be approved if the designated official determines that safety and the public interest will allow it, and the proposed amendment provides the level of security required under this part.

(4) Within 30 days after receiving a denial, the airport operator may petition the Administrator to reconsider the denial.

(5) Upon receipt of a petition for reconsideration, the designated official either approves the request to amend or transmits the petition within 30 days of receipt, together with any pertinent information, to the Administrator for reconsideration. The Administrator disposes of the petition within 30 days of receipt by either directing the designated official to approve the amendment or affirming the denial.

(c) *Amendment by TSA.* If safety and the public interest require an amendment, the designated official may amend a security program as follows:

(1) The designated official sends to the airport operator a notice, in writing, of the proposed amendment, fixing a period of not less than 30 days within which the airport operator may submit written information, views, and arguments on the amendment.

(2) After considering all relevant material, the designated official notifies the airport operator of any amendment adopted or rescinds the notice. If the amendment is adopted, it becomes effective not less than 30 days after the airport operator receives the notice of amendment, unless the airport operator petitions the Administrator to reconsider no later than 15 days before the effective date of the amendment. The airport operator must send the petition for reconsideration to the designated official. A timely petition for reconsideration stays the effective date of the amendment.

(3) Upon receipt of a petition for reconsideration, the designated official either amends or withdraws the notice, or transmits the petition, together with any pertinent information to the Administrator for reconsideration. The Administrator disposes of the petition within 30 days of receipt by either directing the designated official to withdraw or amend the amendment, or by affirming the amendment.

(d) *Emergency amendments.* Notwithstanding paragraph (c) of this section, if the designated official finds that there is an emergency requiring immediate action with respect to safety and security in air transportation or in air commerce that makes procedures in this section contrary to the public interest, the designated official may issue an amendment, effective without stay on the date the airport operator receives the notice of it. In such a case, the designated official must incorporate in the notice a brief statement of the reasons and findings for the amendment to be adopted. The airport operator may file a petition for reconsideration under paragraph (c) of this section; however, this does not stay the effective date of the emergency amendment.

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§1542.107 Changed conditions affecting security.

(a) After approval of the security program, each airport operator must notify TSA when changes have occurred to the—

(1) Measures, training, area descriptions, or staffing, described in the security program;

(2) Operations of an aircraft operator or foreign air carrier that would require modifications to the security program as required under §1542.103; or

(3) Layout or physical structure of any area under the control of the airport operator, airport tenant, aircraft operator, or foreign air carrier used to support the screening process, access, presence, or movement control functions required under part 1542, 1544, or 1546 of this chapter.

(b) Each airport operator must notify TSA no more than 6 hours after the discovery of any changed condition described in paragraph (a) of this section, or within the time specified in its security program, of the discovery of any changed condition described in paragraph (a) of this section. The airport operator must inform TSA of each interim measure being taken to maintain adequate security until an appropriate amendment to the security program is approved. Each interim measure must be acceptable to TSA.

(c) For changed conditions expected to be less than 60 days duration, each airport operator must forward the information required in paragraph (b) of this section in writing to TSA within 72 hours of the original notification of the change condition(s). TSA will notify the airport operator of the disposition of the notification in writing. If approved by TSA, this written notification becomes a part of the airport security program for the duration of the changed condition(s).

(d) For changed conditions expected to be 60 days or more duration, each airport operator must forward the information required in paragraph (b) of this section in the form of a proposed amendment to the airport operator's security program, as required under §1542.105. The request for an amendment must be made within 30 days of the discovery of the changed condition(s). TSA will respond to the request in accordance with §1542.105.

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§1542.109 Alternate means of compliance.

If in TSA's judgment, the overall safety and security of the airport, and aircraft operator or foreign air carrier operations are not diminished, TSA may approve a security program that provides for the use of alternate measures. Such a program may be considered only for an operator of an airport at which service by aircraft operators or foreign air carriers under part 1544 or 1546 of this chapter is determined by TSA to be seasonal or infrequent.

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§1542.111 Exclusive area agreements.

(a) TSA may approve an amendment to an airport security program under which an aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter assumes responsibility for specified security measures for all or portions of the secured area, AOA, or SIDA, including access points, as provided in §1542.201, §1542.203, or §1542.205. The assumption of responsibility must be exclusive to one aircraft operator or foreign air carrier, and shared responsibility among aircraft operators or foreign air carriers is not permitted for an exclusive area.


(b) An exclusive area agreement must be in writing, signed by the airport operator and aircraft operator or foreign air carrier, and maintained in the airport security program. This agreement must contain the following:

(1) A description, a map, and, where appropriate, a diagram of the boundaries and pertinent features of each area, including individual access points, over which the aircraft operator or foreign air carrier will exercise exclusive security responsibility.

(2) A description of the measures used by the aircraft operator or foreign air carrier to comply with §1542.201, §1542.203, or §1542.205, as appropriate.

(3) Procedures by which the aircraft operator or foreign air carrier will immediately notify the airport operator and provide for alternative security measures when there are changed conditions as described in §1542.103(a).

(c) Any exclusive area agreements in effect on November 14, 2001, must meet the requirements of this section and §1544.227 no later than November 14, 2002.

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§1542.113 Airport tenant security programs.

(a) TSA may approve an airport tenant security program as follows:

(1) The tenant must assume responsibility for specified security measures of the secured area, AOA, or SIDA as provided in §§1542.201, 1542.203, and 1542.205.

(2) The tenant may not assume responsibility for law enforcement support under §1542.215.

(3) The tenant must assume the responsibility within the tenant's leased areas or areas designated for the tenant's exclusive use. A tenant may not assume responsibility under a tenant security program for the airport passenger terminal.

(4) Responsibility must be exclusive to one tenant, and shared responsibility among tenants is not permitted.

(5) TSA must find that the tenant is able and willing to carry out the airport tenant security program.

(b) An airport tenant security program must be in writing, signed by the airport operator and the airport tenant, and maintained in the airport security program. The airport tenant security program must include the following:

(1) A description and a map of the boundaries and pertinent features of each area over which the airport tenant will exercise security responsibilities.

(2) A description of the measures the airport tenant has assumed.

(3) Measures by which the airport operator will monitor and audit the tenant's compliance with the security program.

(4) Monetary and other penalties to which the tenant may be subject if it fails to carry out the airport tenant security program.

(5) Circumstances under which the airport operator will terminate the airport tenant security program for cause.

(6) A provision acknowledging that the tenant is subject to inspection by TSA in accordance with §1542.5.

(7) A provision acknowledging that individuals who carry out the tenant security program are contracted to or acting for the airport operator and are required to protect sensitive information in accordance with part 1520 of this chapter, and may be subject to civil penalties for failing to protect sensitive security information.

(8) Procedures by which the tenant will immediately notify the airport operator of and provide for alternative security measures for changed conditions as described in §1542.103(a).

(c) If TSA has approved an airport tenant security program, the airport operator may not be found to be in violation of a requirement of this part in any case in which the airport operator demonstrates that:

(1) The tenant or an employee, permittee, or invitee of the tenant, is responsible for such violation; and

(2) The airport operator has complied with all measures in its security program to ensure the tenant has complied with the airport tenant security program.

(d) TSA may amend or terminate an airport tenant security program in accordance with §1542.105.

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Subpart C—Operations

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§1542.201 Security of the secured area.

(a) Each airport operator required to have a security program under §1542.103(a) must establish at least one secured area.

(b) Each airport operator required to establish a secured area must prevent and detect the unauthorized entry, presence, and movement of individuals and ground vehicles into and within the secured area by doing the following:

(1) Establish and carry out measures for controlling entry to secured areas of the airport in accordance with §1542.207.

(2) Provide for detection of, and response to, each unauthorized presence or movement in, or attempted entry to, the secured area by an individual whose access is not authorized in accordance with its security program.

(3) Establish and carry out a personnel identification system described under §1542.211.

(4) Subject each individual to employment history verification as described in §1542.209 before authorizing unescorted access to a secured area.

(5) Train each individual before granting unescorted access to the secured area, as required in §1542.213(b).

(6) Post signs at secured area access points and on the perimeter that provide warning of the prohibition against unauthorized entry. Signs must be posted by each airport operator in accordance with its security program not later than November 14, 2003.

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§1542.203 Security of the air operations area (AOA).

(a) Each airport operator required to have a security program under §1542.103(a) must establish an AOA, unless the entire area is designated as a secured area.

(b) Each airport operator required to establish an AOA must prevent and detect the unauthorized entry, presence, and movement of individuals and ground vehicles into or within the AOA by doing the following:

(1) Establish and carry out measures for controlling entry to the AOA of the airport in accordance with §1542.207.

(2) Provide for detection of, and response to, each unauthorized presence or movement in, or attempted entry to, the AOA by an individual whose access is not authorized in accordance with its security program.

(3) Provide security information as described in §1542.213(c) to each individual with unescorted access to the AOA.

(4) Post signs on AOA access points and perimeters that provide warning of the prohibition against unauthorized entry to the AOA. Signs must be posted by each airport operator in accordance with its security program not later than November 14, 2003.

(5) If approved by TSA, the airport operator may designate all or portions of its AOA as a SIDA, or may use another personnel identification system, as part of its means of meeting the requirements of this section. If it uses another personnel identification system, the media must be clearly distinguishable from those used in the secured area and SIDA.

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§1542.205 Security of the security identification display area (SIDA).

(a) Each airport operator required to have a complete program under §1542.103(a) must establish at least one SIDA, as follows:

(1) Each secured area must be a SIDA.

(2) Each part of the air operations area that is regularly used to load cargo on, or unload cargo from, an aircraft that is operated under a full program or a full all-cargo program as provided in §1544.101(a) or (h) of this chapter, or a foreign air carrier under a security program as provided in §1546.101(a), (b), or (e), must be a SIDA.

(3) Each area on an airport where cargo is present after an aircraft operator operating under a full program or a full all-cargo program under §1544.101(a) or (h) of this chapter, or a foreign air carrier operating under a security program under §1546.101(a), (b), or (e) of this chapter, or an indirect air carrier, accepts it must be a SIDA. This includes areas such as: Cargo facilities; loading and unloading vehicle docks; and areas where an aircraft operator, foreign air carrier, or indirect air carrier sorts, stores, stages, consolidates, processes, screens, or transfers cargo.

(4) Other areas of the airport may be SIDAs.

(b) Each airport operator required to establish a SIDA must establish and carry out measures to prevent the unauthorized presence and movement of individuals in the SIDA and must do the following:

(1) Establish and carry out a personnel identification system described under §1542.211.

(2) Subject each individual to a criminal history records check as described in §1542.209 before authorizing unescorted access to the SIDA.

(3) Train each individual before granting unescorted access to the SIDA, as required in §1542.213(b).

(c) An airport operator that is not required to have a complete program under §1542.103(a) is not required to establish a SIDA under this section.

[67 FR 8355, Feb. 22, 2002, as amended at 71 FR 30509, May 26, 2006]

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§1542.207 Access control systems.

(a) *Secured area.* Except as provided in paragraph (b) of this section, the measures for controlling entry to the secured area required under §1542.201(b)(1) must—

(1) Ensure that only those individuals authorized to have unescorted access to the secured area are able to gain entry;

(2) Ensure that an individual is immediately denied entry to a secured area when that person's access authority for that area is withdrawn; and

(3) Provide a means to differentiate between individuals authorized to have access to an entire secured area and individuals authorized access to only a particular portion of a secured area.

(b) *Alternative systems.* TSA may approve an amendment to a security program that provides alternative measures that provide an overall level of security equal to that which would be provided by the measures described in paragraph (a) of this section.

(c) *Air operations area.* The measures for controlling entry to the AOA required under §1542.203(b)(1) must incorporate accountability procedures to maintain their integrity.

(d) *Secondary access media.* An airport operator may issue a second access medium to an individual who has unescorted access to secured areas or the AOA, but is temporarily not in possession of the original access medium, if the airport operator follows measures and procedures in the security program that—

(1) Verifies the authorization of the individual to have unescorted access to secured areas or AOAs;

(2) Restricts the time period of entry with the second access medium;

(3) Retrieves the second access medium when expired;

(4) Deactivates or invalidates the original access medium until the individual returns the second access medium; and

(5) Provides that any second access media that is also used as identification media meet the criteria of §1542.211(b).

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§1542.209 Fingerprint-based criminal history records checks (CHRC).

(a) *Scope.* The following persons are within the scope of this section—

(1) Each airport operator and airport user.

(2) Each individual currently having unescorted access to a SIDA, and each individual with authority to authorize others to have unescorted access to a SIDA (referred to as unescorted access authority).

(3) Each individual seeking unescorted access authority.

(4) Each airport user and aircraft operator making a certification to an airport operator pursuant to paragraph (n) of this section, or 14 CFR 108.31(n) in effect prior to November 14, 2001 (see 14 CFR Parts 60 to 139 revised as of January 1, 2001). An airport user, for the purposes of this section only, is any person other than an aircraft operator subject to §1544.229 of this chapter making a certification under this section.

(b) *Individuals seeking unescorted access authority.* Except as provided in paragraph (m) of this section, each airport operator must ensure that no individual is granted unescorted access authority unless the individual has undergone a fingerprint-based CHRC that does not disclose that he or she has a disqualifying criminal offense, as described in paragraph (d) of this section.

(c) *Individuals who have not had a CHRC.* (1) Except as provided in paragraph (m) of this section, each airport operator must ensure that after December 6, 2002, no individual retains unescorted access authority, unless the airport operator has obtained and submitted a fingerprint under this part.

(2) When a CHRC discloses a disqualifying criminal offense for which the conviction or finding of not guilty by reason of insanity was on or after December 6, 1991, the airport operator must immediately suspend that individual's authority.

(d) *Disqualifying criminal offenses.* An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty of by reason of insanity, of any of the disqualifying crimes listed in this paragraph (d) in any jurisdiction during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows—

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- (18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.

(23) Distribution of, or intent to distribute, a controlled substance.

(24) Felony arson.

(25) Felony involving a threat.

(26) Felony involving—

(i) Willful destruction of property;

(ii) Importation or manufacture of a controlled substance;

(iii) Burglary;

(iv) Theft;

(v) Dishonesty, fraud, or misrepresentation;

(vi) Possession or distribution of stolen property;

(vii) Aggravated assault;

(viii) Bribery; or

(ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.

(27) Violence at international airports; 18 U.S.C. 37.

(28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d).

(e) *Fingerprint application and processing.* (1) At the time of fingerprinting, the airport operator must provide the individual to be fingerprinted a fingerprint application that includes only the following—

(i) The disqualifying criminal offenses described in paragraph (d) of this section.

(ii) A statement that the individual signing the application does not have a disqualifying criminal offense.

(iii) A statement informing the individual that Federal regulations under 49 CFR 1542.209 (l) impose a continuing obligation to disclose to the airport operator within 24 hours if he or she is convicted of any disqualifying criminal offense that occurs while he or she has unescorted access authority. After February 17, 2002, the airport operator may use statements that have already been printed referring to 14 CFR 107.209 until stocks of such statements are used up.

(iv) A statement reading, "The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)"

(v) A line for the printed name of the individual.

(vi) A line for the individual's signature and date of signature.

(2) Each individual must complete and sign the application prior to submitting his or her fingerprints.

(3) The airport operator must verify the identity of the individual through two forms of identification prior to fingerprinting, and ensure that the printed name on the fingerprint application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.

(4) The airport operator must advise the individual that:

(i) A copy of the criminal record received from the FBI will be provided to the individual, if requested by the individual in writing; and

(ii) The ASC is the individual's point of contact if he or she has questions about the results of the CHRC.

(5) The airport operator must collect, control, and process one set of legible and classifiable fingerprints under direct observation of the airport operator or a law enforcement officer.

(6) Fingerprints may be obtained and processed electronically, or recorded on fingerprint cards approved by the FBI and distributed by TSA for that purpose.

(7) The fingerprint submission must be forwarded to TSA in the manner specified by TSA.

(f) *Fingerprinting fees.* Airport operators must pay for all fingerprints in a form and manner approved by TSA. The payment must be made at the designated rate (available from the local TSA security office) for each set of fingerprints submitted. Information about payment options is available through the designated TSA headquarters point of contact. Individual personal checks are not acceptable.

(g) *Determination of arrest status.* (1) When a CHRC on an individual seeking unescorted access authority discloses an arrest for any disqualifying criminal offense listed in paragraph (d) of this section without indicating a disposition, the airport operator must determine, after investigation, that the arrest did not result in a disqualifying offense before granting that authority. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.

(2) When a CHRC on an individual with unescorted access authority discloses an arrest for any disqualifying criminal offense without indicating a disposition, the airport operator must suspend the individual's unescorted access authority not later than 45 days after obtaining the CHRC unless the airport operator determines, after investigation, that the arrest did not result in a disqualifying criminal offense. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.

(3) The airport operator may only make the determinations required in paragraphs (g)(1) and (g)(2) of this section for individuals for whom it is issuing, or has issued, unescorted access authority, and who are not covered by a certification from an aircraft operator under paragraph (n) of this section. The airport operator may not make determinations for individuals described in §1544.229 of this chapter.

(h) *Correction of FBI records and notification of disqualification.* (1) Before making a final decision to deny unescorted access authority to an individual described in paragraph (b) of this section, the airport operator must advise him or her that the FBI criminal record discloses information that would disqualify him or her from receiving or retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.

(2) The airport operator must notify an individual that a final decision has been made to grant or deny unescorted access authority.

(3) Immediately following the suspension of unescorted access authority of an individual, the airport operator must advise him or her that the FBI criminal record discloses information that disqualifies him or her from retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.

(i) *Corrective action by the individual.* The individual may contact the local jurisdiction responsible for the information and the FBI to complete or correct the information contained in his or her record, subject to the following conditions—

(1) For an individual seeking unescorted access authority on or after December 6, 2001, the following applies:

(i) Within 30 days after being advised that the criminal record received from the FBI discloses a disqualifying criminal offense, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to granting unescorted access authority.

(ii) If no notification, as described in paragraph (h)(1) of this section, is received within 30 days, the airport operator may make a final determination to deny unescorted access authority.

(2) For an individual with unescorted access authority before December 6, 2001, the following applies: Within 30 days after being advised of suspension because the criminal record received from the FBI discloses a disqualifying criminal offense, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to reinstating unescorted access authority.

(j) *Limits on dissemination of results.* Criminal record information provided by the FBI may be used only to carry out this section and §1544.229 of this chapter. No person may disseminate the results of a CHRC to anyone other than:

(1) The individual to whom the record pertains, or that individual's authorized representative.

(2) Officials of other airport operators who are determining whether to grant unescorted access to the individual under this part.

(3) Aircraft operators who are determining whether to grant unescorted access to the individual or authorize the individual to perform screening functions under part 1544 of this chapter.

(4) Others designated by TSA.

(k) *Recordkeeping.* The airport operator must maintain the following information:

(1) *Investigations conducted before December 6, 2001.* The airport operator must maintain and control the access or employment history investigation files, including the criminal history records results portion, or the appropriate certifications, for investigations conducted before December 6, 2001.

(2) *Fingerprint application process on or after December 6, 2001.* Except when the airport operator has received a certification under paragraph (n) of this section, the airport operator must physically maintain, control, and, as appropriate, destroy the fingerprint application and the criminal record. Only direct airport operator employees may carry out the responsibility for maintaining, controlling, and destroying criminal records.

(3) *Certification on or after December 6, 2001.* The airport operator must maintain the certifications provided under paragraph (n) of this section.

(4) *Protection of records—all investigations.* The records required by this section must be maintained in a manner that is acceptable to TSA and in a manner that protects the confidentiality of the individual.

(5) *Duration—all investigations.* The records identified in this section with regard to an individual must be maintained until 180 days after the termination of the individual's unescorted access authority. When files are no longer maintained, the criminal record must be destroyed.

(l) *Continuing responsibilities.* (1) Each individual with unescorted access authority on December 6, 2001, who had a disqualifying criminal offense in paragraph (d) of this section on or after December 6, 1991, must, by January 7, 2002, report the conviction to the airport operator and surrender the SIDA access medium to the issuer.

(2) Each individual with unescorted access authority who has a disqualifying criminal offense must report the offense to the airport operator and surrender the SIDA access medium to the issuer within 24 hours of the conviction or the finding of not guilty by reason of insanity.

(3) If information becomes available to the airport operator or the airport user indicating that an individual with unescorted access authority has a disqualifying criminal offense, the airport operator must determine the status of the conviction. If a disqualifying offense is confirmed the airport operator must immediately revoke any unescorted access authority.

(m) *Exceptions.* Notwithstanding the requirements of this section, an airport operator must authorize the following individuals to have unescorted access authority:

(1) An employee of the Federal, state, or local government (including a law enforcement officer) who, as a condition of employment, has been subjected to an employment investigation that includes a criminal records check.

(2) Notwithstanding the requirements of this section, an airport operator may authorize the following individuals to have unescorted access authority:

(i) An individual who has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, or aircraft operator, or contractor to such an entity, provided the grant for his or her unescorted access authority was based upon a fingerprint-based CHRC through TSA or FAA.

(ii) An individual who has been continuously employed by an aircraft operator or aircraft operator contractor, in a position with authority to perform screening functions, provided the grant for his or her authority to perform screening functions was based upon a fingerprint-based CHRC through TSA or FAA.

(n) *Certifications by aircraft operators.* An airport operator is in compliance with its obligation under paragraph (b) or (c) of this section when the airport operator accepts, for each individual seeking unescorted access authority, certification from an aircraft operator subject to part 1544 of this chapter indicating it has complied with §1544.229 of this chapter for the aircraft operator's employees and contractors seeking unescorted access authority. If the airport operator accepts a certification from the aircraft operator, the airport operator may not require the aircraft operator to provide a copy of the CHRC.

(o) *Airport operator responsibility.* The airport operator must—

(1) Designate the ASC, in the security program, or a direct employee if the ASC is not a direct employee, to be responsible for maintaining, controlling, and destroying the criminal record files when their maintenance is no longer required by paragraph (k) of this section.


(2) Designate the ASC, in the security program, to serve as the contact to receive notification from individuals applying for unescorted access authority of their intent to seek correction of their FBI criminal record.

(3) Audit the employment history investigations performed by the airport operator in accordance with this section and 14 CFR 107.31 in effect prior to November 14, 2001 (see 14 CFR Parts 60 through 139 revised as of January 1, 2001), and those investigations conducted by the airport users who provided certification to the airport operator. The audit program must be set forth in the airport security program.

(p) *Airport user responsibility.* (1) The airport user must report to the airport operator information, as it becomes available, that indicates an individual with unescorted access authority may have a disqualifying criminal offense.

(2) The airport user must maintain and control, in compliance with paragraph (k) of this section, the employment history investigation files for investigations conducted before December 6, 2001, unless the airport operator decides to maintain and control the employment history investigation file.

(3) The airport user must provide the airport operator with either the name or title of the individual acting as custodian of the files described in this paragraph (p), the address of the location where the files are maintained, and the phone number of that location. The airport user must provide the airport operator and TSA with access to these files.

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§1542.211 Identification systems.

(a) *Personnel identification system.* The personnel identification system under §§1542.201(b)(3) and 1542.205(b)(1) must include the following:

(1) Personnel identification media that—

(i) Convey a full-face image, full name, employer, and identification number of the individual to whom the identification medium is issued;

(ii) Indicate clearly the scope of the individual's access and movement privileges;

(iii) Indicate clearly an expiration date; and

(iv) Are of sufficient size and appearance as to be readily observable for challenge purposes.

(2) Procedures to ensure that each individual in the secured area or SIDA continuously displays the identification medium issued to that individual on the outermost garment above waist level, or is under escort.

(3) Procedures to ensure accountability through the following:

(i) Retrieving expired identification media and media of persons who no longer have unescorted access authority.

(ii) Reporting lost or stolen identification media.

(iii) Securing unissued identification media stock and supplies.

(iv) Auditing the system at a minimum of once a year or sooner, as necessary, to ensure the integrity and accountability of all identification media.

(v) As specified in the security program, revalidate the identification system or reissue identification media if a portion of all issued, unexpired identification media are lost, stolen, or otherwise unaccounted for, including identification media that are combined with access media.

(vi) Ensure that only one identification medium is issued to an individual at a time, except for personnel who are employed with more than one company and require additional identification media to carry out employment duties. A replacement identification medium may only be issued if an individual declares in writing that the medium has been lost, stolen, or destroyed.

(b) *Temporary identification media.* Each airport operator may issue personnel identification media in accordance with its security program to persons whose duties are expected to be temporary. The temporary identification media system must include procedures and methods to—

(1) Retrieve temporary identification media;

(2) Authorize the use of a temporary media for a limited time only;

(3) Ensure that temporary media are distinct from other identification media and clearly display an expiration date; and

(4) Ensure that any identification media also being used as an access media meet the criteria of §1542.207(d).

(c) *Airport-approved identification media.* TSA may approve an amendment to the airport security program that provides for the use of identification media meeting the criteria of this section that are issued by entities other than the airport operator, as described in the security program.

(d) *Challenge program.* Each airport operator must establish and carry out a challenge program that requires each individual who has authorized unescorted access to secured areas and SIDA's to ascertain the authority of any individual who is not displaying an identification medium authorizing the individual to be present in the area. The challenge program

must include procedures to challenge individuals not displaying airport approved identification media. The procedure must—

- (1) Apply uniformly in secured areas, SIDs, and exclusive areas;
 - (2) Describe how to challenge an individual directly or report any individual not visibly displaying an authorized identification medium, including procedures to notify the appropriate authority; and
 - (3) Describe support of challenge procedures, including law enforcement and any other responses to reports of individuals not displaying authorized identification media.
- (e) *Escorting.* Each airport operator must establish and implement procedures for escorting individuals who do not have unescorted access authority to a secured area or SIDA that—

- (1) Ensure that only individuals with unescorted access authority are permitted to escort;
 - (2) Ensure that the escorted individuals are continuously accompanied or monitored while within the secured area or SIDA in a manner sufficient to identify whether the escorted individual is engaged in activities other than those for which escorted access was granted, and to take action in accordance with the airport security program;
 - (3) Identify what action is to be taken by the escort, or other authorized individual, should individuals under escort engage in activities other than those for which access was granted;
 - (4) Prescribe law enforcement support for escort procedures; and
 - (5) Ensure that individuals escorted into a sterile area without being screened under §1544.201 of this chapter remain under escort until they exit the sterile area, or submit to screening pursuant to §1544.201 or §1546.201 of this chapter.
- (f) *Effective date.* The identification systems described in this section must be implemented by each airport operator not later than November 14, 2003.

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§1542.213 Training.

(a) Each airport operator must ensure that individuals performing security-related functions for the airport operator are briefed on the provisions of this part, Security Directives, and Information Circulars, and the security program, to the extent that such individuals need to know in order to perform their duties.

(b) An airport operator may not authorize any individual unescorted access to the secured area or SIDA, except as provided in §1542.5, unless that individual has successfully completed training in accordance with TSA-approved curriculum specified in the security program. This curriculum must detail the methods of instruction, provide attendees with an opportunity to ask questions, and include at least the following topics—

- (1) The unescorted access authority of the individual to enter and be present in various areas of the airport;
- (2) Control, use, and display of airport-approved access and identification media;
- (3) Escort and challenge procedures and the law enforcement support for these procedures;
- (4) Security responsibilities as specified in §1540.105;
- (5) Restrictions on divulging sensitive security information as described in part 1520 of this chapter; and
- (6) Any other topics specified in the security program.

(c) An airport operator may not authorize any individual unescorted access to the AOA, except as provided in §1542.5, unless that individual has been provided information in accordance with the security program, including—

- (1) The unescorted access authority of the individual to enter and be present in various areas of the airport;
- (2) Control, use, and display of airport-approved access and identification media, if appropriate;
- (3) Escort and challenge procedures and the law enforcement support for these procedures, where applicable;
- (4) Security responsibilities as specified in §1540.105;
- (5) Restrictions on divulging sensitive security information as described in part 1520 of this chapter; and
- (6) Any other topics specified in the security program.

(d) Each airport operator must maintain a record of all training and information given to each individual under paragraphs (b) and (c) of this section for 180 days after the termination of that person's unescorted access authority.

(e) As to persons with unescorted access to the SIDA on November 14, 2001, training on responsibility under §1540.105 can be provided by making relevant security information available.

(f) Training described in paragraph (c) of this section must be implemented by each airport operator not later than November 14, 2002.

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§1542.215 Law enforcement support.

(a) In accordance with §1542.217, each airport operator required to have a security program under §1542.103(a) or (b) must provide:

(1) Law enforcement personnel in the number and manner adequate to support its security program.

(2) Uniformed law enforcement personnel in the number and manner adequate to support each system for screening persons and accessible property required under part 1544 or 1546 of this chapter, except to the extent that TSA provides Federal law enforcement support for the system.

(b) Each airport required to have a security program under §1542.103(c) must ensure that:

(1) Law enforcement personnel are available and committed to respond to an incident in support of a civil aviation security program when requested by an aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.

(2) The procedures by which to request law enforcement support are provided to each aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.

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§1542.217 Law enforcement personnel.

(a) Each airport operator must ensure that law enforcement personnel used to meet the requirements of §1542.215, meet the following qualifications while on duty at the airport—

(1) Have arrest authority described in paragraph (b) of this section;

(2) Are identifiable by appropriate indicia of authority;

(3) Are armed with a firearm and authorized to use it; and

(4) Have completed a training program that meets the requirements of paragraphs (c) and (d) of this section.

(b) Each airport operator must ensure that each individual used to meet the requirements of §1542.215 have the authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located—

(1) A crime committed in the presence of the individual; and

(2) A felony, when the individual has reason to believe that the suspect has committed it.

(c) The training program required by paragraph (a)(4) of this section must—

(1) Meet the training standard for law enforcement officers prescribed by either the State or local jurisdiction in which the airport is located for law enforcement officers performing comparable functions.

(2) Specify and require training standards for private law enforcement personnel acceptable to TSA, if the State and local jurisdictions in which the airport is located do not prescribe training standards for private law enforcement personnel that meets the standards in paragraph (a) of this section.

(3) Include training in—

(i) The use of firearms;

(ii) The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;

(iii) The responsibilities of law enforcement personnel under the security program; and

(iv) Any other subject TSA determines is necessary.

(d) Each airport operator must document the training program required by paragraph (a)(4) of this section and maintain documentation of training at a location specified in the security program until 180 days after the departure or removal of each person providing law enforcement support at the airport.

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§1542.219 Supplementing law enforcement personnel.

(a) When TSA decides, after being notified by an airport operator as prescribed in this section, that not enough qualified State, local, and private law enforcement personnel are available to carry out the requirements of §1542.215, TSA may authorize the airport operator to use, on a reimbursable basis, personnel employed by TSA, or by another department, agency, or instrumentality of the Government with the consent of the head of the department, agency, or instrumentality to supplement State, local, and private law enforcement personnel.

(b) Each request for the use of Federal personnel must be submitted to TSA and include the following information:

(1) The number of passengers enplaned at the airport during the preceding calendar year and the current calendar year as of the date of the request.

(2) The anticipated risk of criminal violence, sabotage, aircraft piracy, and other unlawful interference to civil aviation operations.

(3) A copy of that portion of the security program which describes the law enforcement support necessary to comply with §1542.215.

(4) The availability of law enforcement personnel who meet the requirements of §1542.217, including a description of the airport operator's efforts to obtain law enforcement support from State, local, and private agencies and the responses of those agencies.

(5) The airport operator's estimate of the number of Federal personnel needed to supplement available law enforcement personnel and the period of time for which they are needed.

(6) A statement acknowledging responsibility for providing reimbursement for the cost of providing Federal personnel.

(7) Any other information TSA considers necessary.

(c) In response to a request submitted in accordance with this section, TSA may authorize, on a reimbursable basis, the use of personnel employed by a Federal agency, with the consent of the head of that agency.

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§1542.221 Records of law enforcement response.

(a) Each airport operator must ensure that—

(1) A record is made of each law enforcement action taken in furtherance of this part; and

(2) The record is maintained for a minimum of 180 days.

(b) Data developed in response to paragraph (a) of this section must include at least the following, except as authorized by TSA:

(1) The number and type of weapons, explosives, or incendiaries discovered during any passenger-screening process, and the method of detection of each.

(2) The number of acts and attempted acts of aircraft piracy.

(3) The number of bomb threats received, real and simulated bombs found, and actual detonations on the airport.

(4) The number of arrests, including—

(i) Name, address, and the immediate disposition of each individual arrested;

(ii) Type of weapon, explosive, or incendiary confiscated, as appropriate; and

(iii) Identification of the aircraft operators or foreign air carriers on which the individual arrested was, or was scheduled to be, a passenger or which screened that individual, as appropriate.

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Subpart D—Contingency Measures

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§1542.301 Contingency plan.

(a) Each airport operator required to have a security program under §1542.103(a) and (b) must adopt a contingency plan and must:

- (1) Implement its contingency plan when directed by TSA.
- (2) Conduct reviews and exercises of its contingency plan as specified in the security program with all persons having responsibilities under the plan.
- (3) Ensure that all parties involved know their responsibilities and that all information contained in the plan is current.

(b) TSA may approve alternative implementation measures, reviews, and exercises to the contingency plan which will provide an overall level of security equal to the contingency plan under paragraph (a) of this section.

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§1542.303 Security Directives and Information Circulars.

(a) TSA may issue an Information Circular to notify airport operators of security concerns. When TSA determines that additional security measures are necessary to respond to a threat assessment or to a specific threat against civil aviation, TSA issues a Security Directive setting forth mandatory measures.

(b) Each airport operator must comply with each Security Directive issued to the airport operator within the time prescribed in the Security Directive.

(c) Each airport operator that receives a Security Directive must—

- (1) Within the time prescribed in the Security Directive, verbally acknowledge receipt of the Security Directive to TSA.
- (2) Within the time prescribed in the Security Directive, specify the method by which the measures in the Security Directive have been implemented (or will be implemented, if the Security Directive is not yet effective).

(d) In the event that the airport operator is unable to implement the measures in the Security Directive, the airport operator must submit proposed alternative measures and the basis for submitting the alternative measures to TSA for approval. The airport operator must submit the proposed alternative measures within the time prescribed in the Security Directive. The airport operator must implement any alternative measures approved by TSA.

(e) Each airport operator that receives a Security Directive may comment on the Security Directive by submitting data, views, or arguments in writing to TSA. TSA may amend the Security Directive based on comments received. Submission of a comment does not delay the effective date of the Security Directive.

(f) Each airport operator that receives a Security Directive or an Information Circular and each person who receives information from a Security Directive or an Information Circular must:

(1) Restrict the availability of the Security Directive or Information Circular, and information contained in either document, to those persons with an operational need-to-know.

(2) Refuse to release the Security Directive or Information Circular, and information contained in either document, to persons other than those who have an operational need to know without the prior written consent of TSA.

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§1542.305 Public advisories.

When advised by TSA, each airport operator must prominently display and maintain in public areas information concerning foreign airports that, in the judgment of the Secretary of Transportation, do not maintain and administer effective security measures. This information must be posted in the manner specified in the security program and for such a period of time determined by the Secretary of Transportation.

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§1542.307 Incident management.

(a) Each airport operator must establish procedures to evaluate bomb threats, threats of sabotage, aircraft piracy, and other unlawful interference to civil aviation operations.

(b) Immediately upon direct or referred receipt of a threat of any of the incidents described in paragraph (a) of this section, each airport operator must—

- (1) Evaluate the threat in accordance with its security program;
- (2) Initiate appropriate action as specified in the Airport Emergency Plan under 14 CFR 139.325; and
- (3) Immediately notify TSA of acts, or suspected acts, of unlawful interference to civil aviation operations, including specific bomb threats to aircraft and airport facilities.

(c) Airport operators required to have a security program under §1542.103(c) but not subject to 14 CFR part 139, must develop emergency response procedures to incidents of threats identified in paragraph (a) of this section.

(d) To ensure that all parties know their responsibilities and that all procedures are current, at least once every 12 calendar months each airport operator must review the procedures required in paragraphs (a) and (b) of this section with all persons having responsibilities for such procedures.

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Need assistance?

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4000 12/13)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Monitor Dynamics Incorporated Access Control System Migration & MaintenanceFunding Source: Airport Operating FundsPSC Original Approved Amount: \$300,000PSC Original Approved Duration: 07/02/12 - 06/30/17 (4 years 52 wPSC Mod#1 Amount: \$150,000PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$450,000PSC Cumulative Duration Proposed: 4 years 52 weeks**1. Description of Work****A. Scope of Work:**

SFO requires a Contractor to provide services to install operating system upgrade and MDI Access Control System (ACS) application upgrade new servers, database client licenses, and deploy the new system to production. This system provides SFO with its ID card access and alarm application, with several Airport security systems. The ACS contains proprietary software and hardware components custom designed by MDI. Support & parts for the MDI Access Control System is only available via authorized dealers who are required to have staff certified in the version of software they are supporting. This project will result in virtualizing the servers for the application, database & reporting. The Contractor will provide MDI support for the following: 1) Custom application programming logic; 2) Proprietary communication software components; 3) Proprietary software interfaces to the computer aided dispatch system; and 4) Custom database implementation.

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

This system is a mission critical system which is essential for troubleshooting emergency situations & to maintain, stabilize & supported hardware/software environment. The custom developed software plays a key role in the communication between the system & 911 computer aided dispatch system. This software is responsible for reporting alarms such as forced door or other events to the police dispatchers located in the Communications Center. Loss of this communications means degraded response times and possibly missed alarms. Denial of these services will jeopardize the Airport's ability to respond to critical situations.

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

Yes, PSC 4000-12/13

D. Will the contract(s) be renewed? Yes, if the need continues at SFO.**2. Union Notification:** On 02/05/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Electrical Workers, Local 6;

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC# 4000 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 02/18/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractor to have extensive knowledge and recent successful project experience in a technology upgrade of MDI Access Control System.

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

1043, 1052, 7287, 7318, 9212, 9220, 1842,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classifications are not applicable because specialized skills and level of knowledge are only available through certified MDI support providers

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

No. The system is slated for replacement in 5 - 6 years and the Airport will continue to rely on current maintenance support until the new system is in place.

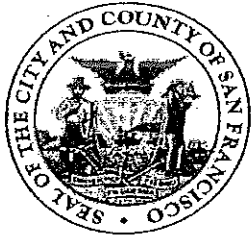
5. Additional Information (if "yes", attach explanation)

	YES	NO
A. Will the contractor directly supervise City and County employee?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Will the contractor train City and County employee? 40 hours, ~ 1 each of 7287, 7318, 1052, 1043, 9212, 9220, 1842.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/05/14 BY:

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

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



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

July 5, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4000-12/13
THROUGH 4003-12/13; 4130-08/09; 4041-07/08; AND 4064-08/09.**

At its meeting of July 2, 2012 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

The Commission adopted the report; approved the request for proposed personal services contracts and notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

SANDRA ENG
Acting Executive Officer

Attachment

- c: Cynthia Avakian, Airport Commission
Micki Callahan, Human Resources Director
Marie de Vera, Department of Human Resources
Aleric Degrafinried, Public Utilities Commission
Jacquie Hale, Department of Public Health
Shamica Jackson, Public Utilities Commission
LaWan Jones, Public Utilities Commission
Maria Ryan, Department of Human Resources
Commission File
Chron

POSTING FOR

7/2/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4000-12/13	27	Airport Commission	Regular	\$300,000	SFO requires a Contractor to provide services to install operating system upgrade and MDI Access Control System application upgrade new servers, database client licenses, and deploy the new system to production. This system provides SFO with its ID card access and alarm application, with several Airport security systems. The Access Control System contains proprietary software and hardware components custom designed by MDI. Support and parts for the MDI Access Control System is only available via authorized dealers who are required to have staff certified in the version of software they are supporting. This project will result in virtualizing the servers for the application, database and reporting. The Contractor will provide MDI support for the following: 1) Custom application programming logic; 2) Proprietary communication software components; 3) Proprietary software interfaces to the computer aided dispatch system; and 4) Custom database implementation.	7/2/2012 - 6/30/2017
4001-12/13	82	Public Health	Regular	\$65,000	This contract will provide access to a proprietary, web-based software application to enable DPH to maximize State reimbursement for DPH's administration of the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) programs. In 2012-13 new State requirements will take effect which will expand the annual staff time survey required by the State, to ensure as much administrative time as possible is claimed for reimbursement.	7/9/2012 - 6/30/2015
4002-12/13	40	Public Utilities Commission	Regular	\$1,500,000	Perform and assist Hetch Hetchy Water and Power (HHWP) with all business processes, design standards preparation and/or review of HHWP designs as they relate to Western Electricity Coordinating Council (WECC) and the North American Electric Reliability Corporation (NERC) power regulatory requirements CIP (critical infrastructure protection) and COM (communication) requirements.	7/2/2012 - 6/30/2017
4003-12/13	40	Public Utilities Commission	Regular	\$2,000,000	Assist Hetch Hetchy Water and Power (HHWP) with all business processes and engineering studies required to support Transmission Owner (TO), Transmission Operator (TOP), Planning Authority (PA), Transmission Planner (TP) and/or other registrations as identified by the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC).	7/2/2012 - 6/30/2017

Total Amount - Regular: \$3,865,000

PERSONAL SERVICES CONTRACT SUMMARYDATE: May 3, 2012DEPARTMENT NAME: AIRPORT COMMISSIONDEPARTMENT NUMBER: 27TYPE OF APPROVAL: ☐ EXPEDITED ☒ REGULAR (OMIT POSTING ☐
☐ CONTINUING ☐ ANNUAL

TYPE OF REQUEST:

☒ INITIAL REQUEST ☐ MODIFICATIONTYPE OF SERVICE: Monitor Dynamics Incorporated (MDI) Access Control System Migration to new hardware and provide system maintenance.FUNDING SOURCE: Airport Operating FundsTOTAL PSC AMOUNT: \$ 300,000 TOTAL PSC DURATION: 7/2/12 - 6/30/17**1. DESCRIPTION OF WORK**

A. Concise description of proposed work: SFO requires a Contractor to provide services to install operating system upgrade and MDI Access Control System application upgrade new servers, database client licenses, and deploy the new system to production. This system provides SFO with its ID card access and alarm application, with several Airport security systems. The Access Control System contains proprietary software and hardware components custom designed by MDI. Support and parts for the MDI Access Control System is only available via authorized dealers who are required to have staff certified in the version of software they are supporting. This project will result in virtualizing the servers for the application, database and reporting. The Contractor will provide MDI support for the following: 1) Custom application programming logic; 2) Proprietary communication software components; 3) Proprietary software interfaces to the computer aided dispatch system; and 4) Custom database implementation.

B. Explain why this service is necessary and the consequences of denial: The Airport's Access Control System is a mission critical system with outages that can impact Airport operations. This system is essential for troubleshooting emergency situations. This is needed in order to maintain, stabilize the system and maintain a supported hardware/software environment. The Contractor's custom developed software plays a key role in the communication between the system and the 911 computer aided dispatch system. This software is responsible for reporting alarms such as forced door or other events to the police dispatchers located in the Communications Center. Loss of this communications means degraded response times and possibly missed alarms. Denial of these services will jeopardize the Airport's ability to respond to critical situation and resulting in delays in movement within the Airport for staff and tenants.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This is a new request.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at the Airport.

2. **UNION NOTIFICATION:** Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedure):

IFPTE, Local 21, Electrical
Workers Local 6, and
SEIU 1021

May 3, 2012

Union Name

Signature of person mailing/faxing form

Date

RFP sent to:

on

Union Name

Date

Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4000 - 12/13
STAFF ANALYSIS/RECOMMENDATION:

Approved 7/2/12

CIVIL SERVICE COMMISSION ACTION:

3. **DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

A. **Specify required skills and/or expertise:** Contractor to have extensive knowledge and recent successful project experience in a technology upgrade of MDI Access Control System.

B. **Which, if any, civil service class normally performs this work?** Existing IT 1043, 1052 staff will support the server hardware, operating system, warranties, and utility software that make up the infrastructure of the MDI system; however, the work requires knowledge of the proprietary software utilized for MDI Access Control System, which can only be provided by a certified support provider.

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

4. **WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM**

A. **Explain why civil service classes are not applicable:** Civil service classifications are not applicable because specialized skills and level of knowledge are only available through certified MDI support providers.

B. **Would it be practical to adopt a new civil service class to perform this work? Explain.**
No. The system is slated for replacement in 5 - 6 years and the Airport will continue to rely on current maintenance support until the new system is in place.

5. **ADDITIONAL INFORMATION** (if "yes," attach explanation)

A. **Will the contractor directly supervise City and County employees?**

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. **Will the contractor train City and County employees?**

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

- Describe the training and indicate approximate number of hours.

Systems features and functionality for approximately 40 hours

- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.

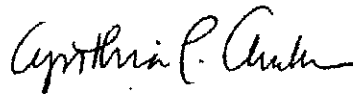
Estimated at least one each of electrical technicians: 7287, 7318, systems engineers: 1052, 1043, and security staff: 9212, 9220, 1842.

City and County of San Francisco

Department of Human Resources

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:



Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

Print or Type Name

(650) 821-2014

Telephone Number

Airport Commission, Contracts Administration Unit
P.O. Box 8097, San Francisco, CA 94128

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CHILDREN; YOUTH & THEIR FAMILIES -- CHFDept. Code: CHFType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Provision of Healthy Meals and SnacksFunding Source: Children's Fund and USDA grantPSC Amount: \$6,500,000PSC Est. Start Date: 04/01/2016PSC Est. End Date 09/30/2021**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor(s) selected through this PSC will provide one or more of the following healthy food services to young people in the City and County of San Francisco: school year snacks, school year suppers, summer snacks, and summer lunches. The school year period runs August-May, and summer runs June-August. All meals will be prepared and distributed by the contractor(s) to numerous sites throughout the City. The department currently estimates that more than a half million meals and snacks will be provided annually.

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

The San Francisco Board of Supervisors created the Food Security Task Force in 2005, with the goal to end hunger in the City by 2020. These healthy meal programs are a primary effort to meet that goal. The meals provide necessary nutrition and food security to thousands of San Francisco children and youth each year. They also provide access to healthy food options during the times school is not in session. Without these services there would be significant negative health outcomes for our young people, and an increased burden on working families.

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

The Department of Children, Youth and Their Families has overseen at least one of the meal programs contained in this request for the past decade. The largest program to date, the Summer Food Service Program, was previously approved by the Civil Service Commission as 4055 12/13, approved in January 2013. This PSC seeks to expand the available services to include suppers and snacks during the summer and school year.

D. Will the contract(s) be renewed?

No

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

See attachment

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

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

B. Explain the qualifying circumstances:

The regulatory framework provided by the San Francisco Department of Public Health and the US Department of Agriculture is sufficiently complex that these services are best provided by contractors with specialization in the preparation and delivery of food. The City and County of San Francisco does not have the proper facilities or personnel to carry out these programs at the required scale.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to provide thousands of snacks and meals per day within guidelines determined by the San Francisco Department of Public Health and the US Department of Agriculture. Ability to safely transport foods and ensure specific parameters, such as temperature regulation, are maintained. Ability to analyze nutritional content of food to meet child nutrition requirements.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2604, Food Service Worker; 2606, Senior Food Service Worker; 2624, Dietitian; 2650, Assistant Cook; 2654, Cook; 2656, Chef; 2846, Nutritionist; 7355, Truck Driver;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Preparation of meals is done in a commercial kitchen owned and maintained by the contractor. Food warmers and thermal bags are also required to ensure proper food safety temperature during transportation to program sites. Finally, a fleet of delivery vehicles is needed to transport food items.

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

No City agency has the capacity to fulfill this service.

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

- A. Explain why civil service classes are not applicable.
The infrastructure investment and logistics required to fulfill city, state and federal guidelines for these programs, as well as the expertise needed to prepare and monitor the nutritional value of the meals, is beyond the scope of any existing civil service class.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The expense, training, licensing and other necessary investments required for a successful program are not practical for the City to assume.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
There will be no training provided.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service?
If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
See attachment

7. Union Notification: On 10/23/2015, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021, SEIU 1021 Miscellaneous, Professional & Tech Engrs, Local 21, Management & Superv Local 21, Bldg Mtl & Constr Teamsters, L 853, SEIU Local 1021, SEIU 1021 Miscellaneous, Professional & Tech Engrs, Local 21, Management & Superv Local 21, Bldg Mtl & Constr Teamsters, L 853,

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

Name: Brett Conner Phone: 415.554.8427 Email: brett.conner@dcyf.org

Address: 1390 Market Street, Suite 900 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43024 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2016

Receipt of Union Notification(s)

Conner, Brett (CHF)

From: Conner, Brett (CHF)
Sent: Friday, January 08, 2016 4:11 PM
To: 'dradonich@teamsters853.org'
Cc: Choi, Suzanne (HRD)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 43024 - 15/16

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of brett.conner@dcyf.org
Sent: Friday, October 23, 2015 12:24 PM
To: Conner, Brett (CHF) <brett.conner@dcyf.org>; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Lopez-Barrios, Ricardo (PDR) <ricardo.lopez@sfgov.org>; Basconcillo, Katherine (PUC) <kbasconcillo@sfgov.org>; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA) (DSS) <sin.yee.poon@sfgov.org>; david.canham@seiu1021.org; jtanner940@aol.com; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; Conner, Brett (CHF) <brett.conner@dcyf.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Notice for new PCS over \$100K PSC # 43024 - 15/16

RECEIPT for Union Notification for PSC 43024 - 15/16 more than \$100k

The CHILDREN; YOUTH & THEIR FAMILIES -- CHF has submitted a request for a Personal Services Contract (PSC) 43024 - 15/16 for \$6,500,000 for Initial Request services for the period 04/01/2016 – 09/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/5967> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended.

Additional Attachment(s)



Maria Su, Psy.D.
EXECUTIVE DIRECTOR



Edwin M. Lee
MAYOR

**Attachment to PSC #43024-15/16
Provision of Healthy Meals and Snacks**

- 1E. For all PSCs if the duration requested is 5 years or more, an explanation is required.**

The Department of Children, Youth and Their Families is a San Francisco sponsor of the United States Department of Agriculture's child nutrition programs, and has provided these services for the past decade. This sponsorship is enabled through an application with the California Department of Education. It is expected that the department will remain a sponsor of these programs for at least the next five years.

Is there a plan to transition this work back to the City? Please explain why or why not.

No. There is no appropriate department to take on this work.

What support will the department provide to help build internal capacity to do this work?

The department expects to hire and train temporary staff (in classification 9910) to monitor federal requirements for the summer lunch and school year supper programs.

6F. Notes Current Contract

There will be an RFP released in 2016 to determine the contractor(s) that will fulfill these services for a term beginning in April of that year. It is a possibility that the department's current service provider will choose to apply to this RFP, and ultimately be awarded the new contract.



Request for Proposals (RFP) for
Commercial Food Service Vendor for San Francisco
Summer Food Service and
Child and Adult Care Food Program

Mayor Edwin Lee
Maria Su, Psy.D., Director

Date Issued: January 11, 2016
Pre-proposal Conference: January 15, 2016, at 10:00 a.m.
Deadline for Submission: February 4 at 5pm

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I. INTRODUCTION

ABOUT DCYF: The Department of Children, Youth & Their Families (DCYF) enhances the lives and futures of San Francisco's children, youth, and families through strategic funding of programs and services in every neighborhood; in its citywide policy and planning efforts; and by sharing information to support the well-being of young people and families. Formed in 1989 and reauthorized by voters in 2014, DCYF's work is driven by its vision, mission, goals, and values.

VISION: All San Francisco children and youth should reach adulthood having experienced a safe, healthy, and nurturing childhood, prepared to become responsible and contributing members of the community. Families should be supported by each other, their neighbors, their community, and government in realizing this vision. Families with children must be able to thrive in all San Francisco neighborhoods, in a city where they are welcomed as integral to the city's culture, prosperity, and future.

MISSION: The mission of the Department of Children, Youth & Their Families is to ensure that families with children are a prominent and valued segment of San Francisco's social fabric by supporting programs and activities in every San Francisco neighborhood.

GOALS: San Francisco has adopted Quality of Life Goals for the Children and Youth Fund in its City Charter:

- I.** Children and youth are healthy
- II.** Children and youth are ready to learn and succeeding in school
- III.** Children and youth live in safe, supported families and safe, supported, viable communities
- IV.** Children and youth contribute to the growth, development, and vitality of San Francisco

VALUES: Serving our community is the foundation of DCYF's work. In our work, we strive for:

<i>Diversity</i>	<i>Equity</i>	<i>Valuing community, family, and individuals</i>	<i>Empowerment and participation</i>	<i>Collaboration and community</i>
The ethnic, cultural and economic diversity of San Francisco's communities and families is an asset. We embrace the wide array of family configurations that nurture San Francisco's children and youth.	All young people must have equal access to supports and opportunities.	The gifts and talents of every individual, family and community are valued and built-upon. All services use a strength-based approach. Parents and caregivers are essential partners and leaders in all programs.	Youth, parents and guardians are valued and developed as partners, decision makers, and leaders and thereby experience a sense of ownership and belonging in the programs in which they participate, and in their communities.	Active collaboration among community-based agencies and city departments—on the neighborhood level and citywide—is essential. All stakeholders must work together to support San Francisco's children, youth, and families.

PURPOSE OF THIS REQUEST FOR PROPOSALS:

City and County of San Francisco Department of Children, Youth and their Families (DCYF) is issuing this Request for Proposals (RFP) to solicit qualified food service management companies (either commercial enterprises or non-profit organizations) that are interested in the procurement, preparation and delivery of high-quality, nutritious and unitized:

- A. Lunches from June through August for use in the **USDA Summer Food Service Program (SFSP)** in San Francisco and suppers from August through May for **USDA Child and Adult Care Food Program (CACFP)**.
- B. Snacks from June through August for use in the **USDA Summer Food Service Program (SFSP)** and school-year snacks from August through May for **USDA Child and Adult Care Food Program (CACFP)**

Qualified food service management companies will be selected to implement the services described above. The selected organization will work closely with DCYF both before and after the program's duration to ensure that all systems are in place to stay in compliance with federal, state and local regulations regarding SFSP, CACFP and food safety standards.

ABOUT THE SUMMER FOOD SERVICE PROGRAM: SUMMER LUNCHES & SNACKS

The Summer Food Service Program (SFSP) is a USDA Child Nutrition program that funds free meals to prevent hunger among children during times when school is not in session. This includes providing meals during summer. Hunger is one of the most severe roadblocks to the learning process. During the school year, many children receive free and reduced-price breakfast and lunch through the School Breakfast and National School Lunch Programs. Lack of nutrition during the summer months may set up a cycle for poor performance once school begins again. Hunger also may make children more prone to illness and other health issues. The Summer Food Service Program is designed to fill that nutrition gap and make sure children can remain healthy and continue their personal growth and development.

ABOUT THE CHILD AND ADULT CARE FOOD PROGRAM: SCHOOL YEAR SNACKS & SUPPERS

The Child and Adult Care Food Program (CACFP) is a USDA Child Nutrition program that funds free meals to prevent hunger among children during times when school is not in session. This includes providing meals after school hours and holiday breaks during school-year months. Hunger is one of the most severe roadblocks to the learning process, the CACFP is designed to fill that nutrition gap and make sure children can remain healthy and continue their personal growth and development.

California SFSP and CACFP: The two USDA programs are currently running in almost every county in California. The California Department of Education (CDE) is the state agency that oversees these USDA programs and administers access and oversight to ensure that the funds are being used to provide equal access to nutritious food for all youth. They administer regular program reviews of sponsoring agencies, vendors and distribution sites to verify that all USDA regulations are being followed. CDE also processes federal reimbursements to sponsoring agencies.

San Francisco SFSP: For over a decade, DCYF has served as the primary San Francisco sponsoring agency of the SFSP by providing staffing, administrative support, funding and coordination of meal preparation and delivery during the summer. The City and County of San Francisco recognizes that hunger, food insecurity and poor nutrition are pressing health issues that require immediate action.

San Francisco CACFP: This will be the first year DCYF will operate as a San Francisco sponsoring agency of the CACFP with the intention of expanding the need of providing suppers to youth at eligible

organizations. The City and County of San Francisco recognizes that hunger, food insecurity and poor nutrition are pressing health issues that require immediate action.

In 2009, former Mayor Gavin Newsom issued a Healthy and Sustainable Food Executive Directive that called for “eliminating hunger and ensuring access to healthy and nutritious food for all residents, regardless of economic means.” DCYF aligns itself closely with this directive by investing in the Summer Food Service and Child and Adult Care Food Programs to ensure that no San Francisco child goes hungry and food environments in every neighborhood allow residents the opportunity to make healthy food choices. More detail about the Executive Directive can be found at http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf.

In 2005 the Food Security Task Force (FSTF) was established by the San Francisco Board of Supervisors and enjoys continued support from Mayor Edwin Lee. FSTF is charged with the responsibility of creating a city-wide plan for addressing food security. The group tracks vital data regarding hunger and food security in San Francisco, including the utilization and demand for federal food programs, community based organizations' meal programs and programs targeting particular populations. The FSTF educates the public about the role of food security in public health, community development, and advocates for policies and programs that improve food security.

The City and County of San Francisco aims to reduce the environmental impacts associated with food production, distribution and consumption by increasing the City's use of local and sustainable food resources and increase the availability of sustainably produced, healthy, fresh food to City-sponsored programs, and thereby, the City's most vulnerable populations. DCYF seeks to use its influence through the Summer Food Service Program and Child and Adult Care Food Program to ensure that City and federal funding is leveraged to provide high-quality, nutritious meals that are in line with this requirement.

According to SFUSD records, there are currently over 34,000 youth that qualify for free or reduced price lunches in San Francisco. In 2015, DCYF provided:

- 2,500-3,500 summer lunches each day at over 70 sites (SFSP)
- 1,500-2,500 summer snacks each day at over 50 sites (SFSP)
- 800-1,000 school year snacks each day at over 30 sites (transitioning to CACFP)

Over the next two years, DCYF will expand services to offer school year suppers each day for up to 30 sites.

CACFP and SFSP Sites: Sites become qualified by being located near or at an elementary school where 50% or more of the students qualify for free or reduced-price lunches. Site locations can include churches, community centers, recreation centers, non-profit organizations, summer camps and any area where youth congregate. As a USDA stipulation, most sites are open for any child 18 and under to drop in during the meal time and eat for free—first come, first served. In general, summer food sites are located in almost every neighborhood, but there is still a great need to serve more youth in San Francisco. Efforts in 2015 and beyond will focus on food quality, community outreach and nutrition education to ensure that the main objective, feeding nutritious meals to children that need them, is met.

FUNDING SOURCES AND WHO WE SERVE:

DCYF's contribution to this program comes from the San Francisco Children and Youth Fund. The Children and Youth Fund was first established by Proposition J, known as the Children's Amendment, approved by San Francisco voters in 1991, renewed by Proposition D in 2000 and again by Proposition C in 2014. The Children and Youth Fund utilizes a portion of property taxes each year—four cents per one hundred dollars of assessed value. Community guidance for the Children's Fund is performed by a volunteer 11-member Oversight and Advisory Committee (OAC) that is appointed by the Mayor and Board of Supervisors. The Children and Youth Fund is now considered one of the City's major assets, and is often recognized as a national model.

DCYF currently invests approximately \$250,000 annually and leverages another \$500,000 in federal reimbursement for a total of \$750,000 to provide summer and school year meals for youth in San Francisco up to 18 years of age. In addition, it is the department's intent to expand to serve more youth and their families in the coming years.

II. RFP TIMELINE, STRUCTURE & IMPORTANT ELEMENTS

ESTIMATED TIMELINE	
<i>Request for Proposals Issued</i>	<i>Monday, January 11, 2016</i>
<i>Pre-Proposal Conference</i>	<i>Friday, January 15, 2016, 10am</i>
<i>Question Submission Period Ends</i>	<i>Friday, January 15, 2016, 5pm</i>
<i>Proposals Due</i>	<i>Thursday, February 4, 2016 5pm</i>
<i>Public Bid Opening</i>	<i>Friday, February 5 2016 (time TBD)</i>
<i>Site Visits or Interviews (as needed)</i>	<i>Informed by February 18, 2016 (scheduled for 2/23/16-2/27/16)</i>
<i>Award Decision Finalized</i>	<i>Tuesday, March 1, 2016</i>

Dates may be subject to change.

PRE-PROPOSAL CONFERENCE:

Date:	Friday, January 15, 2016, 10 am
Time:	10 am – 11 am
Location:	1390 Market Street, Suite 900, San Francisco, The Mint Conference Room

The purpose of the Pre-Proposal Conference is to:

- Review the requirements and necessary forms for the Request for Proposal (RFP)
- Explain the city vendor compliance process that all funded agencies must complete
- Describe the services DCYF is seeking through this RFP
- Respond to questions from applicants

Attendance at the Pre-Proposal Conference is not mandatory, but it is highly recommended that all potential applicants attend.

TECHNICAL ASSISTANCE AVAILABLE BY E-MAIL:

DCYF is committed to providing as much clarity as possible during this RFP process. All questions must be submitted in writing to michelle.kim@dcyf.org. Written responses to all questions received during the Pre-Proposal Conference or by e-mail will be posted to a designated public area at www.dcyf.org, no later than 5 days after the questions submission deadline. Applicants are strongly encouraged to submit questions in advance of the Pre-Proposal Conference so that the Pre-Proposal Conference may be organized to address frequently asked questions. Questions will not be answered prior to the Pre-Proposal Conference.

Questions may be submitted in writing to michelle.kim@dcyf.org until **Friday, January 15, 2016, 5pm**. Questions will not be answered via telephone or in person by any DCYF staff member.

SITE VISITS OR INTERVIEWS:

DCYF may request either a program site visit and/or interview as part of the proposal review process. Site visits and/or interviews will only be scheduled on submission of a competitive proposal. Site visits and/or interviews, if needed, will be scheduled by **February 18, 2016**, for the week of February 23rd. Any site visit or interview may require a sample tasting for up to five review panel members.

STRUCTURE OF THIS RFP:

This RFP includes general funding terms, requirements, scope of work and submission instructions with specifics on services requested for two separate proposals: Lunches and Suppers; and Snacks. All proposals must include the general requirements as well as specific requirements for the desired services. Applicants who want to propose only lunches and suppers should only look at specifics for Lunches and Suppers.

III. FUNDING TERMS

The vendor(s) chosen from this RFP will be funded by the USDA Child Nutrition Program and the San Francisco Children's Fund during the period of June 1, 2016 through August 31, 2016 (summer lunches) and/or August 2016- May 2017 (snacks and suppers). Funds are a fixed price and must be used for specific program purposes. Awards are subject to availability of funds, grant terms, and rights. In addition, the Department shall have an option to renew the contract for up to four additional years, which the City may exercise in its sole discretion. The final terms and conditions of the contract shall be subject to negotiation. The contract may be terminated by the City at any time, with or without cause.

USES OF DCYF FUNDS:

DCYF funds can only be used to support program costs that are direct or indirect costs related to the San Francisco DCYF Summer Food Service Program and Child and Adult Care Food Program. Realistic budgets that adequately account for true program costs and the aspects of service that are key to quality are encouraged. Examples of eligible uses of funds include, but are not limited to:

- Staffing costs and fringes
- Rent, lease, and building costs
- Food costs
- Transportation
- Administrative cost up to 15% of the total contract amount

DCYF grant funds cannot be used for:

- Services to non-San Francisco residents
- Any service that merely benefits children and youth incidentally
- Acquisition of any capital item not for primary and direct use by children and youth
- Acquisition of real property (excluding leases for a term of 12 months or less)
- Maintenance, utilities, or similar operating costs of a facility not used primarily and directly to hold, prepare and distribute meals for the SFSP and CACFP (e.g. costs associated with an off-site office or administrative building)
- Fiscal agent fees that exceed 10% of the total contract amount
- Out-of-country travel
- Depreciation on buildings or equipment
- Religious worship, instruction, or proselytization

Also, DCYF will not spend its limited resources funding services that should be provided by other entities such as other City departments or the SFUSD.

RIGHT NOT TO FUND:

If the submitted applications to this RFP are not deemed non-responsive or do not meet requirements, DCYF reserves the right not to issue awards. DCYF may negotiate a separate process to cultivate the services identified in this RFP.

DCYF reserves the right to not fund past 2016/17, and to extend the contract up to an additional four years.

IV. REQUIREMENTS

DCYF seeks to contract with food vendors that share our vision and commitment to collaborate together in meeting the health, nutritional and environmental needs of San Francisco's children, youth, and families. This RFP seeks active partners in forging a responsive and dynamic food distribution system to provide the highest quality of meals and services possible. All agencies receiving funds from DCYF must be a San Francisco city-approved vendor, meet specific eligibility and contractual requirements, and operate in a spirit of community partnership.

VENDOR STATUS:

All vendors submitting bids through this RFP must be a City-approved vendor and not be on the City Vendor Debarred list before receiving funds. Organizations that are not yet City-approved vendors must begin the certification process as soon as possible in order to ensure that they are able to meet this requirement if awarded a contract. **Vendor application packets can be obtained from the Office of Contract Administration at City Hall, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA 94102 or downloaded from their website at www.sfgov.org/oca**

Office of Contract Administration

Homepage: <http://www.sfgov.org/oca/>

Vendor Registration Package: <http://sfgsa.org/index.aspx?page=4762>

DCYF ELIGIBILITY REQUIREMENTS:

All applicants must meet all eligibility requirements in order to be considered for DCYF funding.

- Services must be provided only to approved DCYF identified food distribution locations.
- If awarded a contract, the organization must be certified as a city-approved vendor and compliant with the city's insurance requirements within ten (10) days after notice of intent of award or DCYF reserves the right to revoke the grant award. See Vendor Status section above for more details.

DCYF CONTRACTUAL REQUIREMENTS:

The contracted vendor must comply with all requirements outlined above and in the individual meal type packet (Summer Lunches and Suppers or Snacks). In addition, DCYF has specific contract requirements that must be met:

San Francisco Contracting Requirements: The contractor must comply with City and County ordinances and contracting requirements. For more detailed information, see the Office of Contract Administration website at <http://www.sfgov.org/site/oca>. The contract requirements include general liability and auto insurances, compliance with equal benefits ordinance, and current San Francisco business tax certificate, if applicable.

Contracting: Organizations are required to complete a contract within 60 days of receipt of award letter. Granted award may be reduced after this period, or DCYF may withdraw the award.

Fiscal and Organizational Practices: All DCYF-funded organizations are mandated to comply with all scheduled formal fiscal and organizational site visits.

Sunshine: Under 12L of the San Francisco administrative code, non-profits that receive in excess of \$250,000 in city funds must comply with specific open government requirements and respond to requests for financial and meeting information from members of the public. This is commonly called the "Sunshine Act."

Contract Performance Goals: If the funded organization does not meet the Summer Food Service Program Requirements and/or the Child and Adult Care Food Program during contracted period, DCYF has the right to reduce contract amounts or terminate the contract.

Non-Discrimination: Organizations must comply with SF Human Rights Commission prohibitions against discrimination in fair housing and equal employment opportunity, and in awarding grants. Organizations must also comply with the Equal Benefits Ordinance for domestic partners. Additional information concerning these items can be found at <http://www.sfgov.org/cmd>.

Ineligible Reimbursements: Funds for activities occurring prior to the commencement date of the contract cannot be reimbursed.

Religious Activity: Funds may not be used for religious purposes or for the improvements of property owned by religious entities except where the contract is a secular non-profit organization with a long-term lease.

Political Activity: No funds received through this RFP shall be used to provide financial assistance for any program that involves political activities. Applicants must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code. Find details at: <http://www.sfethics.org/ethics/2011/06/-regulations-to-campaign-finance-reform-ordinance-san-francisco-campaign-and-governmental-conduct-co.html>

No Subcontracting: We expect all food and delivery services to be provided by a single provider. No subcontracting arrangement is allowed.

CONTRACT AWARD:

The Department of Children, Youth and Their Families will review all applicants to determine if they meet the minimum qualifications for service. In the event there is more than one qualified applicant, DCYF will, within its right, select a vendor with whom Department of Children, Youth and Their Families staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the Department of Children, Youth and Their Families, in its sole discretion, may terminate negotiations with the selected proposer and begin contract negotiations with another qualified proposer.

Any proposal that does not demonstrate that the applicant meets these minimum requirements by the deadline for submission of proposals will be considered non-responsive and will not be eligible for award of the contract.

REQUIREMENTS for Summer Lunches and Suppers Proposals

MINIMUM SUMMER LUNCH and SUPPER PROGRAM REQUIREMENTS

The selected applicant will have a proven track record of providing and delivering unitized meals that meet USDA Child Nutrition Program nutritional and food safety requirements. DCYF expects all contractors to have proven high quality services and guarantee the professional and cultural competency of all their employees, consultants.

1. It is expected that the agency we contract with will have a minimum of 2 years recent experience preparing and delivering food for a USDA Child Nutrition Program (i.e. National School Lunch Program, Summer Food Service Program, Child and Adult Care Food Program, etc.).
2. Vendor must have a current state or local health certification for the facility where meals are prepared and held before delivery/consumption. **A copy of this certification must be included with the RFP proposal.**
3. Vendor should have existing internal and external systems of record keeping around food procurement, menu development, food evaluations, staff communications, etc.
4. Vendor will commit time, facilities and quality staff to accommodating the needs of the:
 - a. Summer Food Service Program (Lunches) with DCYF during the months of May through August beginning May 2016. Vendor should also be available for preparation and consultation meetings with DCYF both before and after the program (typically March-September).
 - b. Child and Adult Care Food Program (Suppers) with DCYF during the months of August through May beginning August 2016. Vendor should also be available for preparation and consultation meetings with DCYF both before and after the program (typically July-June).
5. Meals must conform to the cycle menus, quality standards, and food specifications approved by the California Department of Education (CDE) according to the:
 - a. USDA Summer Food Service Program requirements stated in 7 CFR Part 225
<http://www.fns.usda.gov/sites/default/files/CFR225.pdf>
 - b. USDA Child and Adult Care Food Program requirements stated in 7 CFR Part 226
<http://www.fns.usda.gov/sites/default/files/CFR226.pdf>
6. Vendor must ensure that CA and City/County San Francisco health and sanitation requirements are met at all times.
7. Vendor must ensure that the meal preparation site and transportation units are periodically inspected to determine bacteria levels.
8. Vendor will promptly submit results of the inspections to DCYF, SF Dept. of Public Health and CA Dept. of Education.
9. All books and records of the Vendor must be made available to DCYF, CDE or the Federal Office of Inspector General (OIG) at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract or until all audit issues are resolved.
10. Vendor will have the capacity to prepare the following meals, hold them at temperatures within food safety guidelines, and deliver those meals in a timely fashion (within 30 min's of meal service)
 - a. 2,000-4,500 summer lunches to 60-85 sites 5 days a week for each day of the 10-11 week Summer Food Service Program.
 - b. 400-1000 suppers to 15-30 sites 5 days a week for each day of the 41 weeks during the school year.

11. In addition to meeting USDA requirements, vendor will seek to use the highest quality fresh, natural, local and sustainable ingredients available within the price point.
 - a. Must include the procedures for formal purchase
12. In addition to meeting USDA requirements, vendor will seek to provide products that are whole grain, low sodium, low fat, low/no added sugars, and free of trans fats within the price point.
13. Vendor will provide leak-proof packaging that adheres to the San Francisco Environmental Code, Chapter 16 <https://law.resource.org/pub/us/code/city/ca/SanFrancisco/Environment%20Code/chapter16.pdf>
14. Vendor agrees to forfeit payment for meals that are not complete or delivered outside of the agreed upon delivery time.
15. Vendor agrees to forfeit payment for meals that are spoiled, unwholesome at the time of delivery, or do not meet the SFSP and CACFP meal requirements.
16. In case of nonperformance or noncompliance on the part of the vendor, the vendor shall pay DCYF for any excess costs the agency incurs by obtaining meals from another source.
17. Vendor understands that neither CDE nor the United States Department of Agriculture (USDA) assumes liability for payment of any differences between the number of meals delivered by the Vendor and the number of meals served by DCYF that are eligible for reimbursement.
18. Vendor will provide a Bid Bond in the amount of 5% of the estimated contract price. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.
19. Vendor will provide DCYF and CDE with a performance bond within 10 days after being awarded the contract. The performance bond will be in the amount of 10% of total contract amount as CDE will determine. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

REQUIREMENTS for Snack Proposals

MINIMUM SNACK REQUIREMENTS

The selected applicant will have a proven track record of providing and delivering unitized meals that meet USDA Child Nutrition Program nutritional and food safety requirements. DCYF expects all contractors to have proven high quality services and guarantee the professional and cultural competency of all their employees, consultants, or subcontractors.

1. **It is expected that the agency we contract with will have a minimum of 2 years recent experience preparing and delivering food for a USDA Child Nutrition Program (i.e. National School Lunch Program, Summer Food Service Program, Child and Adult Care Food Program, etc.).**
2. Vendor must have a current state or local health certification for the facility where meals are prepared and held before delivery/consumption. **A copy of this certification must be included with the RFP proposal.**
3. Vendor should have existing internal and external systems of record keeping around food procurement, menu development, food evaluations, staff communications, etc.
4. Vendor will commit time, facilities and quality staff to accommodating the needs of the:
 - a. Summer Food Service Program (Snacks) with DCYF during the months of May through August beginning May 2016. Vendor should also be available for preparation and consultation meetings with DCYF both before and after the program (typically March-September).
 - b. Child and Adult Care Food Program (Snacks) with DCYF during the months of August through May beginning August 2016. Vendor should also be available for preparation

and consultation meetings with DCYF both before and after the program (typically July-June).

5. Snacks must conform to the cycle menus, quality standards, and food specifications approved by the California Department of Education (CDE) according to the:
6. USDA Summer Food Service Program requirements stated in 7 CFR Part 225
<http://www.fns.usda.gov/sites/default/files/CFR225.pdf>
7. USDA Child and Adult Care Food Program requirements stated in 7 CFR Part 226
<http://www.fns.usda.gov/sites/default/files/CFR226.pdf>
8. Vendor must ensure that CA and City/County San Francisco health and sanitation requirements are met at all times.
9. Vendor must ensure that the meal preparation site and transportation units are periodically inspected to determine bacteria levels.
10. Vendor will promptly submit results of the inspections to DCYF, SF Dept. of Public Health and CA Dept. of Education.
11. All books and records of the Vendor must be made available to DCYF, CDE or the Federal Office of Inspector General (OIG) at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract or until all audit issues are resolved.
12. Vendor will have the capacity to prepare the following meals, hold them at temperatures within food safety guidelines, and deliver those meals. Vendor may also propose an alternate of delivering meals (sites picking up snacks) as long as it follows food safety guidelines.
 - a. 400-2,500 summer snacks to 30-65 sites 5 days a week for each day of the 10-11 week Summer Food Service Program.
 - b. 400-1,500 snacks to 15-30 sites 5 days a week for each day of the 41 weeks during the school year.
13. In addition to meeting USDA requirements, vendor will seek to use the highest quality fresh, natural, local and sustainable ingredients available within the price point.
14. In addition to meeting USDA requirements, vendor will seek to provide products that are whole grain, low sodium, low fat, low/no added sugars, and free of trans fats within the price point.
15. Vendor will provide leak-proof packaging that adheres to the San Francisco Environmental Code, Chapter 16 <https://law.resource.org/pub/us/code/city/ca/SanFrancisco/Environment%20Code/chapter16.pdf>
16. Vendor agrees to forfeit payment for meals that are not complete or delivered outside of the agreed upon delivery time.
17. Vendor agrees to forfeit payment for meals that are spoiled, unwholesome at the time of delivery, or do not meet the SFSP and CACFP meal requirements.
18. In case of nonperformance or noncompliance on the part of the vendor, the vendor shall pay DCYF for any excess costs the agency incurs by obtaining meals from another source.
19. Vendor understands that neither CDE nor the United States Department of Agriculture (USDA) assumes liability for payment of any differences between the number of meals delivered by the Vendor and the number of meals served by DCYF that are eligible for reimbursement.
20. Vendor will provide a Bid Bond in the amount of 5% of the estimated contract price. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.
21. Vendor will provide DCYF and CDE with a performance bond within 10 days after being awarded the contract. The performance bond will be in the amount of 10% of total contract amount as CDE will determine. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

V. SCOPE OF WORK

SCOPE OF WORK for Summer Lunches and Suppers

The Summer Food Service Program and Child and Adult Care Food Program (Suppers) through DCYF in San Francisco is a complex program that involves various agencies and requires intricate coordination of meal services needed at approximately 60-85 community sites for summer lunches and 12-30 community sites for suppers around the city. DCYF manages city-wide community outreach and ensures that thousands of meals served each day meet both nutrition and food safety standards. DCYF must ensure that partnering agencies have the skill, capacity, experience and desire to complete the high level of communication and work required of the SFSP and CACFP. This will be the first year DCYF is a sponsor for providing suppers to San Francisco community based organizations. We would be looking to the vendor in assisting DCYF with the first year and potential growth throughout the school year.

FOOD VENDOR CONTRACT WILL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING WORK:

1. All meals furnished for DCYF Summer Food Service Program under this contract must meet or exceed United States Department of Agriculture requirements set out in Attachment 1 and 1a. All yields of cooked and uncooked products will conform to yields identified in the United States Department of Agriculture Food Buying Guide.
<http://www.fns.usda.gov/tn/foodbuying-guide-child-nutrition-programs>
2. Meals will be prepared and packaged daily by the vendor's personnel. Each site will receive a specified number of unitized meals, which will include milk (1% or non-fat), utensils and condiments. Vendor must have the capacity to procure, prepare and deliver 2,000-4,500 lunches each day during the summer and 400-1000 suppers each day during the school year.
3. The contractor will be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating must be provided during transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state and local health codes. Temperature of food must be maintained at 41degrees or below (for refrigeration) and above 135 (for heated meals) during transport and for on-site holding. On site holding means *leaving* heating and cooling equipment such as electric cambros, ice chests (with ice) or steam tables for at least 45sites and *transferring* meals to onsite heated or cooling equipment for about 40 sites. DPH will be using temperature as a public health control and will not accept thermal bags but will accept hard shelled thermal containers with ice in them. Approximately 20 of the larger sites will need to have meals delivered within 30 minutes of meal service time if physical space is not available for heating or cooling equipment.
4. Meals will be delivered and unloaded at the designated site daily by the vendor's personnel at each of the 60-85 summer lunch sites and 15-30 school year supper locations at times verified in advance with DCYF. DCYF will reserve the right to add or delete feeding sites at any time, but sites will not exceed 85 for lunches and 30 for suppers. A timeline for changes will be agreed upon by the Vendor and DCYF prior to contract. Any change in transportation cost that occurs as a result of adding or

deleting centers will be negotiated and noted in the modification. The contractor's invoice will show the cost as a separate item for those sites.

5. Vendor must provide exactly the number of meals ordered. Counts of meals will be made by site staff at all feeding sites before meals are accepted. Damaged or incomplete meals will not be reimbursed by DCYF.
6. Vendor will provide management supervision at all times and maintain constant quality control inspections to check for temperature control, portion size, appearance and packaging in addition to the quality of products; following state and local requirements.
7. Vendor will furnish meals for DCYF 5 days a week in accordance with the 11-day menu cycle they propose (Attachment 2), which will adhere to USDA Meal Requirements, for the duration of the 10-11 week summer lunch program from June-August 2016 and the 41 week program from August 2016-May 2017. The menu cycle should include a variety of healthy, fresh and culturally diverse entrees and sides. Vendors may propose hot meals, cold meals or a combination of both; competitive proposals include two to three hot meals per week.
8. Vendor must be able to meet special meal requirements to meet ethnic or religious needs or dietary modifications for children with special physical or medical needs when accompanied by a physician's note. Vendor must be able to provide consistent vegetarian meal options at sites when requested in advance.
9. Vendor must be able to accommodate requests for regular bagged lunches and suppers for field trips. These meals will also have to meet the menu requirements and food safety guidelines of DPH local and state.
 - a. Lunch field trip will need to be delivered to the site early on the morning they are needed. DCYF will inform vendor well in advance of these requests.
 - b. Supper field trip will need to be delivered to the site at a potentially different time than normally requested. DCYF will inform vendor well in advance of these requests.
10. Delivery receipts must be prepared by the vendor at a minimum in four *carbon copies*: two for the vendor (one is sent to DCYF with monthly invoice), two for the feeding site personnel (one to remain on-site and one attached to daily meal counts for DCYF). Delivery receipts must be itemized to show the number of meals of each type delivered to each site, time and temperature meals left preparation site and time and temperature when delivered to feeding site. Designees of each site will check accuracy of delivery records and adequacy of meals before signing the delivery receipt. Invoices will be accepted by DCYF only if they accurately represent the delivery receipts, signed by the feeding sites designee at the site.
11. Vendor will maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
12. The books and records of the contractor, pertaining to this contract, will be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of CDE, representatives of the U.S. Department of Agriculture, the agency and the Controller General of the United States at any reasonable time and place.

13. Vendor will have to provide sourcing data on fresh produce, meat poultry, fish, eggs, bread and dairy products, according to applicable Federal, state, and City regulations.
14. Vendor will make its preparation, production and transportation sites available for USDA, CDE, DCYF and all state and local health inspections at any time during this contract period.
15. Vendor will always promptly contact designated DCYF staff in case of an emergency when meals cannot be delivered or staff is not available at a site to sign for the food. Food will never be left unattended at a site.
16. Vendor will not subcontract with any other company for the total meal, the meal assembly or meal delivery.
17. Vendor must provide all services listed above at a per unit price of \$3.20 or less for Summer Lunches and \$ 3.07 or less for Suppers. DCYF will pay the Vendor for all meals prepared and delivered in accordance with SFSP and CACFP contract regulations.
18. Vendor will be able to provide a Bid Bond at the time of proposal submission and a Performance Bond within 10 days of being selected as the approved vendor for 2016. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

SCOPE OF WORK for Snacks

The Summer Food Service Program and Child and Adult Care Food Program through DCYF in San Francisco is a complex program that involves various agencies and requires intricate coordination of meal services needed at approximately 30-65 community sites for summer snacks and 15-30 community sites for snacks during the school year around the city. DCYF manages city-wide community outreach and ensures that thousands of meals served each day meet both nutrition and food safety standards. DCYF must ensure that partnering agencies have the skill, capacity, experience and desire to complete the high level of communication and work required of the SFSP and CACFP.

FOOD VENDOR CONTRACT WILL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING WORK:

19. All meals furnished for DCYF Summer Food Service Program and Child and Adult Care Food Program under this contract must meet or exceed United States Department of Agriculture requirements set out in Attachment 1 and 1a. All yields of cooked and uncooked products will conform to yields identified in the United States Department of Agriculture Food Buying Guide. <http://www.fns.usda.gov/tn/foodbuying-guide-child-nutrition-programs>
20. Meals will be prepared and packaged daily by the vendor's personnel. Each site will receive a specified number of unitized meals, which will include milk (1% or non-fat), utensils and condiments. Vendor must have the capacity to procure, prepare and deliver. Vendor may also propose an alternate of delivering meals (sites picking up snacks) as long as it follows food safety guidelines.
21. The contractor will be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating must be provided during transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state and local health codes.

Temperature of food must be maintained at 41 or below (for refrigeration) and above 135 (for heated meals).

22. Meals will be delivered (or proposed alternate solution) and unloaded at the designated site daily by the vendor's personnel at each of the 30-65 summer snack and 15-30 school year snack locations at times verified in advance with DCYF. DCYF will reserve the right to add or delete feeding sites at any time, but sites will not exceed 85 for summer snacks and 30 for school year snacks. A timeline for changes will be agreed upon by the Vendor and DCYF prior to contract. Any change in transportation cost that occurs as a result of adding or deleting sites will be negotiated and noted in the modification. The contractor's invoice will show the cost as a separate item for those sites.
23. Vendor must provide at least the number of meals ordered. Counts of meals will be made by site staff at all feeding sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered or picked up meals is determined.
24. Vendor will provide management supervision at all times and maintain constant quality control inspections to check for temperature control, portion size, appearance and packaging in addition to the quality of products.
25. Vendor will furnish meals for DCYF 5 days a week in accordance with the 11-day menu cycle they propose (Attachment 2), which will adhere to USDA Meal Requirements, for the duration of the 10-11 week summer meal program from June-August 2016 and the 41 week program from August 2016-May 2017. The menu cycle should include a variety of healthy, fresh and culturally diverse snacks.
26. Vendor must be able to meet special meal requirements to meet ethnic or religious needs or dietary modifications for children with special physical or medical needs when accompanied by a physician's note.
27. Vendor must be able to accommodate requests for field trips. These snacks will also have to meet the menu requirements and food safety guidelines.
28. Delivery receipts must be prepared by the vendor at a minimum of three *carbon copies*: one for the vendor, two for the feeding site personnel (one to remain on-site and one attached to daily meal counts for DCYF). Delivery receipts must be itemized to show the number of meals of each type delivered to each site, time and temperature meals left preparation site and time and temperature when delivered to feeding site. Designees of each site will check accuracy of delivery records and adequacy of meals before signing the delivery receipt. Invoices will be accepted by DCYF only if they accurately represent the delivery receipts, signed by the feeding sites designee at the site.
29. Vendor will maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
30. The books and records of the contractor, pertaining to this contract, will be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of CDE, representatives of the U.S. Department of Agriculture, the agency and the Controller General of the United States at any reasonable time and place.
31. Vendor will have to provide sourcing data on fresh produce, meat poultry, fish, eggs, bread and dairy

products, according to applicable Federal, state, and City regulations.

32. Vendor will make its preparation, production and transportation sites available for USDA, CDE, DCYF and all state and local health inspections at any time during this contract period.
33. Vendor will always promptly contact designated DCYF staff in case of an emergency when meals cannot be delivered or staff is not available at a site to sign for the food. Food will never be left unattended at a site.
34. Vendor will not subcontract with any other company for the total meal, the meal assembly or meal delivery.
35. Vendor must provide all services listed above at a per unit price of \$.80 or less. DCYF will pay the Vendor for all meals prepared and delivered in accordance with SFSP and CACFP contract regulations.
36. Vendor will be able to provide a Bid Bond at the time of proposal submission and a Performance Bond within 10 days of being selected as the approved vendor for 2016. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

VI. EVALUATION CRITERIA & TERMS OF RFP

SELECTION & EVALUATION PROCESS:

The submission packages will be evaluated by a review panel to identify the most qualified respondent(s). A California Department of Education representative will be present at the Bid Opening to ensure that all proposals are received and no information is reviewed beforehand. The department may hold interviews or require supplemental information from those respondents before making a final decision. Proposals will be evaluated pursuant to evaluation criteria set out in the RFP. Before choosing a proposal, DCYF must also have that proposal reviewed and approved by the CA Dept of Education.

- A. The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the City & County of San Francisco in regards to price, food quality and other factors considered. Consideration will also be given to such matters as vendor integrity, compliance with public policy, record of past performance, and financial and technical resources. The quality and quantity of successful relevant experience as well as demonstrated level of organizational capability are of utmost importance.
- B. The National School Lunch Act allows DCYF to give preference to agencies choosing to procure unprocessed locally grown or locally raised agriculture products to the maximum extent practical and appropriate. The City and County of San Francisco may also give preference to vendors who use sustainably produced food items and packaging.
- C. DCYF reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the SFSP and CACFP and to waive informalities and minor irregularities in bids received.
- D. DCYF reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
- E. This contract may be renewed for a one-year period up to four times. This contract may be canceled for cause by either party with a sixty day notification.

DCYF may commence negotiations of work upon identification of the most qualified respondent(s). If a satisfactory contract cannot be negotiated in a reasonable time frame, DCYF, in its sole discretion, may terminate negotiations with the respondent(s) and begin contract negotiations with another qualified respondent(s).

Other reasonable program expenses other than those reflected in the Unit Price Proposal (on page 19) will be considered during the contract negotiation period.

TERMS AND CONDITIONS FOR RECEIPT OF PROPOSAL:

ERRORS AND OMISSIONS IN RFP:

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Vendors will be expected to carefully examine the specifications, schedules, attachments, terms and conditions of this RFP. Failure to comply with any requirements will be reason for rejection of the proposal.

ADDENDA TO RFP:

The Department may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be posted on DCYF web site at www.dcyf.org. The Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP to the last known business contact information. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer visit our web site before submitting its proposal to determine if the proposer has received all addenda.

REVISION OF PROPOSAL:

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

LATE OR CONDITIONAL PROPOSALS:

Any proposal received at the office designated in this RFP after the exact time specified for receipt will not be considered. Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications stated in this RFP. Minor deviations may be waived at the discretion of the City.

RESERVATIONS OF RIGHTS BY THE CITY:

The issuance of this RFP does not constitute an agreement by DCYF that any grant will actually be entered into. DCYF expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means;
6. Award multiple grants per program; or
7. Determine that no project will be pursued or contract be issued.

APPEAL PROCEDURES:

Applicants not awarded a contract through this RFP can file a formal appeal with DCYF. The appeal period begins immediately following the award announcement, and ends on March 4, 2016, at 5:00 p.m. Appeals will only be accepted in writing, and must be delivered to DCYF offices prior to the end of the appeal period. Appeals will not be accepted electronically. A panel selected by DCYF will review all eligible appeals, and the panel decision will be final.

VII. SUBMISSION INSTRUCTIONS

Proposers must meet the following submission requirements for their proposal:

- On 8 ½ by 11 paper with 1 inch margins
- In a minimum 12-point font
- Within the specified word limitations for the section

Please hand-deliver or mail one (1) single-sided original and three (3) doubled-sided copies of your proposal to be received **by 5:00 p.m. on Thursday, February 4, 2016** to:

Department of Children, Youth and their Families
Attn: Heather Tufts or Michelle Kim
1390 Market Street, Suite 900
San Francisco, CA 94102

All Proposals must include the following documents (see below for additional information about each document):

- A. Cover Page (LIMIT 250 words)*
- B. General Overview and Summary, available in separate download (no word limit)*
- C. Content Section (LIMIT 3,750 words)
- D. Unit Price Proposal, available in separate download (LIMIT 500 words)
- E. Copy of current state or local health certificate for the food preparation facilities*
- F. Meal Pattern Certification for SFSP and CACFP (Attachment 1 and 1a)
- G. Proposed 11-day menu cycle (Attachment 2 or vendor's equivalent form)
- H. Debarment/Suspension Certification (Attachment 3)*
- I. Clean Air/Water and Energy Policy Certification (Attachment 4)*
- J. Certificate of Eligibility to Bid and Independent Price Determination (Attachment 5)
- K. Bid bond in the amount of 5% of the bid amount.

* Only submit one form if you are providing two meal proposals (Summer Lunch/Suppers and Snacks)

A. Cover Page (250 words)

Submit a brief letter of introduction and executive summary of the response package on agency's letterhead. The letter must be signed by the owner or Executive Director, which authorizes the organization to obligate the agency to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your organization that your agency is willing and able to perform the commitments contained in the proposal.

B. General Overview and Summary

Available in separate download

C. Content (please refer to following questions for specific page limit)

1. Agency (LIMIT: 750 words)

What makes your organization uniquely capable to implement the services sought after by this RFP?
Provide a brief description of the agency, addressing the RFP Requirements and Scope of Work identified in Section IV and V, to assure that your agency has the capacity to provide this level of high quality work.

2. Quality/Experience (LIMIT: 1,250 words)

a. Describe your food standards, food procurement procedure and the food sources you will use to create these meals.

b. Provide a description of up to three (3) current or recent contracts with USDA-funded nutrition programs, including scope of the project, number of people fed daily, and duration of the project. Also include the name of the funding entity, contact person and telephone numbers, staff members who worked on each project and their roles, projects summary, and challenges and successes of the projects. Descriptions should be limited to one page for each project.

3. Safety/Regulations (LIMIT: 750 words)

a. Describe your method for assuring food safety and timeliness, including preparation, holding time/temperature, and delivery methods. Include whether you plan to provide hot meals, cold meals or a combination of both.

b. Describe how you will ensure the nutritional requirements are met for all unitized meals that are served throughout the duration of this contract.

c. Describe the organization's existing internal and external communication system for information sharing, record keeping, food evaluation, meeting performance objectives, etc.

4. Staffing (LIMIT: 750 words for standards and description; no more than 2 pages for each resume)

a. Describe your company's standards with regards to hiring, training and retaining high quality staff, and having an environmentally and economically sustainable business practice (250 words).

b. Description – 500 words. Provide a list identifying: (1) key staff members on the project team, (2) the role each will play in the project, and (3) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

c. Resume – no more than 2 pages per staff. Please provide resumes for each of the key staff members listed above.

5. References (LIMIT: 1 page)

Provide references for the organization and the lead project manager, including the name, address and telephone number of at least three but no more than four recent clients (preferably other public agencies).

D. Unit Price Proposal

Available in separate download

E-K. Attachments

Please submit copy of current state or local health certificate for the food preparation facilities. Please also complete Attachments 1, 2, 3, 4 and 5 and include them with your proposal.

- Meal Pattern Certification SFSP (Attachment 1)
- Meal Pattern Certification CACFP (Attachment 1a)
- Proposed 11-day menu cycle (Attachment 2 or vendor's equivalent form)
- Debarment/Suspension Certification (Attachment 3)
- Clean Air/Water and Energy Policy Certification (Attachment 4)
- Certificate of Eligibility to Bid and Independent Price Determination (Attachment 5)

RFP Scoring

A panel of content area experts and agency staff will review all submissions. Each response will receive a score from 0-100 based on the following criteria:

1. **Agency Capability**
2. **Quality/Experience**
3. **Safety/Regulations**
4. **Staffing**
5. **Completeness of Proposal Submission**
6. **Price Point**
7. **Menu Offerings (including potential taste test)**

Scores will be used to identify qualified vendors. DCYF will enter into contract negotiations with one or two qualified vendor(s) that are most advantageous to DCYF based on its Unit Price Proposal, the above scoring sections and responses to site visits.

MEAL PATTERN

FOOD COMPONENTS	LUNCH OR SUPPER
<p>Milk</p> <p>Milk, fluid</p>	<p>1 cup (8 fl. oz.)³</p>
<p>Vegetable(s) and/or Fruit(s)</p> <p>Vegetable(s) and/or fruit(s) or</p> <p>Full-strength vegetable or fruit juice or</p> <p>An equivalent quantity of any combination vegetables(s), fruit(s), and juice</p>	<p>3/4 cup total⁴</p>
<p>Grains/Breads⁵</p> <p>Bread</p> <p>Cornbread, biscuits, rolls, muffins, etc., or</p> <p>Cold dry cereal or</p> <p>Cooked pasta or noodle product or</p> <p>Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates</p>	<p>1 slice (.9 oz.)</p> <p>1 serving</p> <p>1/2 cup</p> <p>1/2 cup</p>
<p>Meat/Meat Alternates⁷</p> <p>Lean meat, poultry, fish or</p> <p>Cheese or</p> <p>Cottage cheese or</p> <p>Eggs or</p> <p>Cooked dry beans, peas, or</p> <p>Peanut butter, soynut butter, seed butters, other nut butters, or</p> <p>Peanuts, soy nuts, tree nuts, seeds, or</p> <p>Yogurt, flavored, plain, sweetened, or</p> <p>An equivalent quantity of any combination of the above meat/meat alternates</p>	<p>2 oz.</p> <p>2 oz.</p> <p>1/2 cup</p> <p>1 large egg</p> <p>1/2 cup</p> <p>4 Tbsp.</p> <p>1 oz.⁷</p> <p>1 cup (8 fl. oz.)</p> <p>2 oz. total</p>

For the purpose of this table, a cup means a standard measuring cup.
See the United States Department of Agriculture *Food Buying Guide* for additional information.

**SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN**

MEAL PATTERN DEFINITIONS

- ¹ **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- ² **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.
- ³ **MILK FOR LUNCH OR SUPPER:** Served as a beverage.
- ⁴ **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- ⁵ **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.
- ⁶ **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.
- ⁷ **MEAT/MEAT ALTERNATES:** No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

CERTIFICATION – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Vendors list.

PRINTED NAME OF FOOD SERVICE VENDOR	DATE
SIGNATURE OF FOOD SERVICE VENDOR	DATE

CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR INFANTS

ATTACHMENT 1a

	BIRTH THROUGH THREE MONTHS		AGES FOUR THROUGH SEVEN MONTHS		AGES EIGHT THROUGH ELEVEN MONTHS	
BREAKFAST	4 TO 6 FL OZ	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL OZ 0 TO 3 TBSP	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ^{4,5}	6 TO 8 FL OZ 2 TO 4 TBSP 1 TO 4 TBSP	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ⁴ FRUIT AND/OR VEGETABLE
LUNCH OR SUPPER	4 TO 6 FL OZ	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL OZ 0 TO 3 TBSP 0 TO 3 TBSP	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ^{4,5} FRUIT AND/OR VEGETABLE ⁵	6 TO 8 FL OZ 2 TO 4 TBSP 1 TO 4 TBSP ½ TO 2 OZ 1 TO 4 OZ 1 TO 4 OZ 1 TO 4 TBSP	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ⁴ AND/OR LEAN MEAT, FISH, POULTRY, EGG YOLK, COOKED DRY BEANS OR PEAS OR CHEESE OR (VOLUME) COTTAGE CHEESE OR (WEIGHT) CHEESE FOOD OR CHEESE SPREAD FRUIT AND/OR VEGETABLE
SNACK	4 TO 6 FL OZ	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 6 FL OZ	BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	2 TO 4 FL OZ 0 TO ½ SLICE 0 TO 2	BREAST MILK ^{1,2,3} FORMULA ^{1,4} OR FRUIT JUICE ⁶ BREAD ^{5,7} OR CRACKERS ^{5,7}

¹ BREAST MILK OR FORMULA, OR PORTIONS OF BOTH, MAY BE SERVED; HOWEVER, IT IS RECOMMENDED THAT BREAST MILK BE SERVED IN PLACE OF FORMULA FROM BIRTH THROUGH 11 MONTHS.

² FOR SOME BREASTFED INFANTS WHO REGULARLY CONSUME LESS THAN THE MINIMUM AMOUNT OF BREAST MILK PER FEEDING, A SERVING OF LESS THAN THE MINIMUM AMOUNT OF BREAST MILK MAY BE OFFERED, WITH ADDITIONAL BREAST MILK OFFERED IF THE INFANT IS STILL HUNGRY.

³ ONLY THE INFANT'S MOTHER CAN PROVIDE BREAST MILK.

⁴ INFANT FORMULA AND DRY INFANT CEREAL MUST BE IRON FORTIFIED.

⁵ A SERVING OF THIS COMPONENT IS REQUIRED ONLY WHEN THE INFANT IS DEVELOPMENTALLY READY TO ACCEPT IT.

⁶ FRUIT JUICE MUST BE FULL STRENGTH (100% JUICE) AND OFFERED FROM A CUP, NOT A BOTTLE, TO PREVENT TOOTH DECAY.

⁷ MUST BE MADE FROM WHOLE GRAIN OR ENRICHED MEAL OR FLOUR.

CERTIFICATION

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal patterns for infants and older children as prescribed by Title 7, Code of Federal Regulations, Section 226.20.

PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE
AGENCY NAME		

CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN

CNIPS #
VENDOR #:

<i>BREAKFAST</i>	AGES ONE THROUGH TWO YEARS	AGES THREE THROUGH FIVE YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ ¼ CUP	½ SLICE ½ SERVING ½ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
<i>LUNCH OR SUPPER</i>			
<i>milk, fluid (2 years and older must be served 1% or non-fat)</i>	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
<i>meat/meat alternates</i> LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	1 OZ 1 OZ 1 OZ ½ CUP OR 2 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ** ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ CUP OR 3 OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ** ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ ½ CUP OR 4 OZ 1 EGG ½ CUP 4 TBSP 1 OZ** 1 CUP OR 8 OZ
<i>SNACKS (SELECT TWO OF THESE FOUR COMPONENTS)***</i>			
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ ¼ CUP	½ SLICE ½ SERVING ½ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
<i>meat/meat alternates</i> LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	½ OZ ½ OZ ½ OZ ¼ CUP OR 1 OZ ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ CUP OR 1 OZ ½ EGG ¼ CUP ½ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

* DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.

** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ OF NUTS OR SEEDS IS EQUAL TO 1 OZ OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.

*** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.

**** IF YOGURT IS USED AS THE MEAT COMPONENT IN SNACKS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SNACKS.

*****MUST MEET THE REQUIREMENTS PER 7 CFR, SECTION 226.20.

MENU CYCLE - DAYS 1 THROUGH 5

FOOD COMPONENTS	SERVING SIZE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
Breakfast Grain/bread Vegetable/Fruit Milk, fluid Other						
A.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other						
Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other						
P.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other						
Supper Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other						

MENU CYCLE - DAYS 6 THROUGH 11

FOOD COMPONENTS	SERVING SIZE	DAY 6	DAY 7	DAY 8	DAY 9	DAY 10	DAY 11
Breakfast Grain/bread Vegetable/Fruit Milk, fluid Other							
A.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other							
Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other							
P.M. Snack Meat/meat alternate Grain/bread Vegetable/Fruit Milk, fluid Other							
Supper Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other							

DEBARMENT AND SUSPENSION

INSTRUCTION

"Debarment and suspension" actions have received a lot of attention recently as a result of State and Federal investigations and prosecutions of dairies and related individuals involved in bid rigging on contracts to supply dairy products to local schools participating in the National School Lunch, School Breakfast, and Special Milk Programs. The purpose of this letter is to explain how the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) handles debarment and suspension actions and how these administrative actions affect you as a Summer Food Service Program sponsor.

Debarment and suspension actions result in the exclusion of companies or individuals from participating in certain transactions involving Federal non procurement programs at both the State agency and sponsor levels. These actions are not imposed as punishment but, rather, are initiated in the public interest and to protect the Federal government.

In general, debarment and suspension actions are imposed on companies and individuals for causes set forth in the non procurement debarment and suspension regulations (7 CFR Part 3017) issued January 30, 1989 (54 FR 4722). Such causes include a conviction or civil judgment for violation of Federal or State antitrust statutes as well as other offenses and activities indicating a lack of business integrity.

A sponsor is prohibited from contracting with a company or individual that has been debarred or suspended. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount. Furthermore, the prohibition does not apply to proposed debarments.

While a sponsor is prohibited from contracting with a company or individual that has been debarred or suspended, a debarment, suspension or proposed debarment action does not excuse a company or individual from fulfilling existing contracts involving Federal non procurement programs. However, as indicated above, the sponsor may not extend or renew an existing contract with a debarred or suspended company or individual.

FNS may consider lifting a suspension or forgoing a proposed debarment, provided that the company or individual agrees to provide assurances necessary to assure FNS that the Federal government and the public are protected. This agreement, termed a "Compliance Agreement," outlines the terms and conditions deemed necessary by FNS for the company's or individual's continued participation in transactions involving Federal non procurement programs.

To ensure that the sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract for \$25,000 or more or for audit services regardless of amount. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency.

Suspension Procedures:

- FNS may consider a suspension action if FNS receives information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.
- A suspension immediately excludes the company or individual from transactions involving Federal non-procurement programs pending completion of legal and/or debarment proceedings. A suspension may be

opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated within that period.

- As with a debarment, the company or individual is not excused from fulfilling contracts involving Federal non procurement programs. And with the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement:

- To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.
- A sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

DEBARMENT/SUSPENSION CERTIFICATION**(BEFORE COMPLETING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The prospective food vendor certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

VENDOR NAME
VENDOR OFFICIAL (SIGNATURE)
VENDOR OFFICIALS NAME AND TITLE (PRINT)
TELEPHONE NUMBER
DATE

GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$100,000

PER 7 *CFR* PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 *UNITED STATES CODE (USC)* 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 *USC* 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, *CODE OF FEDERAL REGULATIONS*, (40 *CFR*) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$100,000.

Clean Air and Water

The contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 *USC* 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California *Health and Safety Code*, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.
2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 *USC* 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California *Water Code*, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.
3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
4. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

Energy Policy and Conservation Act (Public Law 94-163)

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California *Administrative Code*, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.

CLEAN AIR AND WATER CERTIFICATION

PER 7 *CFR* PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 *USC* 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 *USC* 1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 *CFR* PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$100,000.

1. The bidder certifies any facility to be utilized in the performance of this proposed contract

has ☐
has not ☐

 been listed on the EPA List of Violating Facilities.
2. The bidder will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

NAME OF CONTRACTOR		
SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)	TITLE	DATE

**CERTIFICATE OF ELIGIBILITY TO BID AND INDEPENDENT
PRICE DETERMINATION**

By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

Each person signing this bid certifies that:

- (A) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above;
- (B) He/she has not participated, and will not participate, in any action contrary to (1) through (3) above; and
- (C) His/her company and individual employees have not been proposed for debarment, debarred or suspended by a federal agency.

Vendor Certification:

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE	TITLE	DATE
NAME OF COMPANY		

In accepting this bid, the agency certifies that the agency's officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE
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ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

Instructions for Certification

1. By signing and submitting this form, the prospective food service vendor is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective food service vendor shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective food service vendor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective food service vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective food service vendor shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective food service vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective food service vendor agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective food service vendor further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective food service vendor in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

January 10, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4055-12/13 THROUGH 4058-12/13; 4039-07/07; 3087-09/10 AND 2000-03/04.

At its meeting of January 7, 2013 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

The Commission:

- 1) Adopted the report; Approved the requests for PSC #4057-12/13 on the condition that the General Services Agency submit a progress report on its staffing and vacancies to the Commission after six (6) months. Notified the Office of the Controller and the Office of Contract Administration.
- 2) Adopted the report; Approved the requests for PSC #4058-12/13 as amended to clarify why the work cannot be done in-house and to clarify that City employees will still be used to perform some of the needed work. Notified the Office of the Controller and the Office of Contract Administration.
- 3) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

Attachment

c: Cynthia Avakian, Airport Commission
Jeanne Buick, Department of Human Resources
Micki Callahan, Human Resources Director
Carina Carlos, Department of Public Works
Gordon Choy, Department of Public Works
Leorah Dang, Department of Human Resources
Alerie Degraffried, Public Utilities Commission
Jaci Fong, Office of Contract Administration
Jacquie Hale, Department of Public Health
Deedra Jackson, Children, Youth & Families
Shamica Jackson, Public Utilities Commission
LaWin Jones, Public Utilities Commission
Deborah Landis, Board of Supervisors
Joan Lubamersky, General Services Agency
Ben Rosenfield, Office of the Controller
Commission File
Chron

POSTING FOR

01/07/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4055-12/13	23	Children, Youth & Families	Regular	\$2,100,000	Vendor provides summer meals to citywide summer programs (June-August), for approximately 10 weeks each summer. (The exact length of the program schedule varies slightly, as it is based on the San Francisco Unified School District's summer vacation schedule.)	6/1/2013 - 8/31/2015
4056-12/13	40	Public Utilities Commission	Regular	\$100,000	The SFPUUC intends to award an agreement for \$100,000 with a Micro-Local Business Enterprise (LBE) Structural Engineering firm on an as-needed basis to provide review of structural analysis and design, and/or assist in structural analysis and design of building projects.	1/1/2013 - 12/31/2017
4057-12/13	70	General Services Agency	Regular	\$1,500,000	The contractor will develop and implement an expanded employee outreach and education program on the City's labor laws. Primary activities include: community outreach, employee workshops and trainings, and counseling and referral services. The program will be conducted in as many languages as possible with an emphasis on immigrant and low-income communities.	2/1/2013 - 2/1/2016
4058-12/13	90	Public Works	Regular	\$225,000	Consultant shall conduct three hundred and seventy-six street and sidewalk evaluations per year for a three year period. The evaluations will take place at ninety four random commercial locations and ninety four random residential locations biannually. The evaluations shall be based on the twenty-one quantifiable standards rated in five different street and sidewalk categories which were established by the joint efforts of the Controller's Office and the Department of Public Works as a result of Proposition C.	1/1/2013 - 3/1/2016

Total Amount - Regular: \$3,925,000

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT -- ENVDept. Code: ENVType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Charter Bus Service for School Ed Field TripsFunding Source: Department FundsPSC Duration: 6 years 17 weeksPSC Amount: \$280,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

San Francisco Department of the Environment(SFE)requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students. This is a seasonal program that requires drivers for approximately 16 hours per week between the months of October and June. The field trips are scheduled around the preferences of the classroom teachers and the field trip sites themselves, Due to the location and duration of the field trips, the buses need to stay on-site for the entire field trips.

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

The Department of the Environment (SFE) provides environmentally focused field trips for San Francisco's students. Each school year, SFE sponsors approximately 100 field trips, conducted from late September through June at various sites in SF. Without a contract for charter bus service in place, SFE will not be able to send many classes on field trips, as many of the field trip locations are in areas that would be challenging and in some instances, unsafe, for students to reach by foot or public transportation. Furthermore, SFE's inability to provide transportation for classes will disproportionately affect schools in the City's lower income communities, which have less access to other private transportation resources.

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

This service has been provided under PSC 4086-08/09, approved 2/02/2009 and modified 1/12/2010, and 6/04/2012, and 5/06/2015.

D. Will the contract(s) be renewed?

The contract may be renewed or bid if services are still needed.

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

This is a continuing service of the Department of the Environment. It is a specialized service requiring specific licenses and equipment. The Department expects to continue the service for the foreseeable future, as it makes valuable environmental education available for San Francisco students.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

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

B. Explain the qualifying circumstances:

This is an intermittent service, requiring specially licensed drivers and buses for approximately 16 hours per week during the school year. The trips are scheduled based on requests from teachers throughout San Francisco, and are not on a predictable timetable.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: • Buses and drivers must be SPAB (Student Pupil Activity Bus) certified, and possess the necessary liability insurance. A copy of the current insurance coverage and SPAB Certificate will be required. • Class B licensed drivers who have successfully completed a physical within the last two (2) years. Proof of license may be required to be presented by the driver. • Possession of all licenses and/or permits necessary to provide the services described in this contract as specified and required by the PUC, Interstate Commerce Commission and the Federal Department of Transportation. Contractor must be granted the authority to operate as a charter party carrier by the PUC.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide charter buses

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

The Department has not attempted to obtain the services within the City. The intermittent nature of the service, plus scheduling and licensing requirements make this impractical.

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 operate charter bus service. Due to the location and duration of these field trips, and the need for buses to stay on-site for the entire field trips, a charter bus is required. Additionally, these buses must be scheduled and reserved months in advance.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this is a seasonal program that requires drivers for approximately 16 hours per week between the months of October and June. The field trips are scheduled around the preferences of the classroom teachers and the field trip sites themselves, so additionally, some weeks/months have less trips scheduled and therefore require even less hours of service.

6. Additional Information

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

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

This is an intermittent service which requires specific equipment and licenses and providing training would not be appropriate or useful.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 12/25/2015, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Rachel Buerkle Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

Address: Dept. of the Environment, 1455 Market St., #1200 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47595 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2016

Receipt of Union Notification(s)

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of Rachel.Buerkle@sfgov.org

Sent: Friday, December 25, 2015 1:16 PM

To: Buerkle, Rachel (ENV) <rachel.buerkle@sfgov.org>; amakayan@ifpte21.org; jb@local16.org; Lopez-Barrios, Ricardo (PDR) <ricardo.lopez@sfgov.org>; Basconcillo, Katherine (PUC) <kbasconcillo@sfgov.org>; Sandeep.lal@seiu1021.me; pcamarillo_sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) (DSS) <sin.yee.poon@sfgov.org>; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Buerkle, Rachel (ENV) <rachel.buerkle@sfgov.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) dhr-psccordinator@sfgov.org

Subject: Receipt of Notice for new PCS over \$100K PSC # 47595 - 15/16

RECEIPT for Union Notification for PSC 47595 - 15/16 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 47595 - 15/16 for \$280,000 for Initial Request services for the period 07/01/2016 -- 10/31/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6222> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENTDept. Code: ENVType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4086 08/09)Type of Approval: ☐ Expedited ☐ Regular ☐ Omit PostingType of Service: Charter Bus Service for Student Field TripsFunding Source: Impound FundsPSC Original Approved Amount: \$90,000PSC Original Approved Duration: 03/01/09 - 12/31/13 (4 years 43 wPSC Mod#1 Amount: \$30,000PSC Mod#1 Duration: 01/01/14-12/31/14 (1 year)PSC Mod#2 Amount: \$120,000PSC Mod#2 Duration: 01/01/15-12/31/15 (1 year)PSC Mod#3 Amount: \$40,000PSC Mod#3 Duration: 01/01/16-12/31/16 (1 year 1 day)

PSC Mod#4 Amount: _____

PSC Mod#4 Duration: _____

PSC Cumulative Amount Proposed: \$280,000PSC Cumulative Duration Proposed: 7 years 43 weeks**1. Description of Work****A. Scope of Work:**

SF Environment requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grade K-12 students.

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

The Department of the Environment (SFE) provides environmentally focused field trips for San Francisco's students. Each school year, SFE sponsors approximately 100 field trips, conducted from October through June at various sites in SF. Without a contract for charter bus service in place, SFE will not be able to send classes on field trips, as many of the field trip locations are in areas that would be challenging and in some instances, unsafe, for students to reach by foot or public transportation. Furthermore, SFE's inability to provide transportation for classes will disproportionately affect schools in the City's lower income communities, which have less access to other private transportation resources.

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

Yes, under PSC 4047-06/07

D. Will the contract(s) be renewed? No, if services are still needed, the contract will be bid.

2. Union Notification: On 04/23/15, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC#: 4086 08/09

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

* Buses and drivers must be SPAB (Student Pupil Activity Bus) certified, and possess the necessary liability insurance. A copy of the current insurance coverage and SPAB certificate will be required.

* Class B licensed drivers who have successfully completed a physical within the last two (2) years. Proof of license may be required to be presented by the driver.

See Addendum.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes, the contractor will provide charter busses.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The City does not operate charter bus service. Due to the location and duration of these field trips, and the need for buses to stay on-site for the entire field trips, a charter bus is required. Additionally these buses must be scheduled and reserved months in advance.

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

No, this is a seasonal program that requires drivers for approximately 16 hours a week between the months of October and June. Field trips are scheduled around the preferences of the classroom teachers and the field trip sites themselves, so additionally some months have fewer trips scheduled and therefore require even fewer

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

A. Will the contractor directly supervise City and County employee?

☐☒

B. Will the contractor train City and County employee?

☐☒

It is not practical to train department staff to become bus drivers with the m

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

☐☒

D. Are there federal or state grant requirements regarding the use of
contractual services?

☐☒

E. Has a board or commission determined that contracting is the most effective
way to provide this service?

☐☒

F. Will the proposed work be completed by a contractor that has a current PSC
contract with your department? Yes, this mod is to allow for the extension of the contract.

☒☐

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 04/23/15 BY:

Name: Rachel BuerklePhone: 415-355-3704 Email: Rachel.Buerkle@sfgov.orgAddress: 1455 Market Street, #1200San Francisco, CA 94103



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

June 6, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

SCOTT R. HELDFOND
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4126-11/12
THROUGH 4132-11/12; 4107-10/11; 4086-08/09; 3036-11/12; AND
4115-07/08.

At its meeting of June 4, 2012 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.

The Commission:

Adopted the report; Approved the request for proposed personal services contracts.
Notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

c: Parveen Boparai, Municipal Transportation Agency
Rachel Buerkle, Department of the Environment
Micki Callahan, Human Resources Director
Marie de Vera, Department of Human Resources
Jacquie Hale, Department of Public Health
Rebecca Krell, Arts Commission
Diane Lim, Adult Probation
Maria Ryan, Department of Human Resources
Jeannie Wong, Office of the Controller
Commission File
Chron

POSTING FOR
6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date- End Date
4107-10/11	13	Adult Probation	Regular	\$20,000	\$100,000	PSC Modification requested to extend the PSC duration and increase PSC amount. The Adult Probation Department has not entered into a drug testing contract pending a final department operational Drug Testing policy and procedure. The extended duration will allow the department to enter into a contract and the additional amount is estimated to cover the contract until June 30, 2015. The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders.	7/1/2011 - 6/30/2015
4086-08/09	22	Environment	Regular	\$120,000	\$240,000	SFE requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students.	3/1/2009 - 12/31/2015
3036-11/12	28	Art Commission	Regular	\$50,000	\$100,000	A Bay Area consultant who specializes in coordinating multiple City, state and federal requirements for the construction of culturally based renovations and construction, will serve in a critical advisory capacity to assist with the management of a renovation project at Bayview Opera House located at 4705 Third Street. This work entails working with and maintaining relationships, as well as coordinating efforts with other city agencies, principally with the Department of Public Works, MUNI, Mayor's Office of Disability, Department of Real Estate, the Redevelopment Agency, and others. This will also include coordinating with the Bayview Opera House tenant organization and its board, the San Francisco Architectural Heritage Foundation and other neighborhood groups. The consultant will advise on preservation requirements; programmatic use of a cultural facility; coordinate multiple high visibility restoration projects and help to improve project efficiency and coordination.	9/1/2011 - 6/30/2013
4115-07/08	81	Public Health	Regular	\$550,000	\$1,792,000	To serve as backup to provide year round 24/7 day a week access to telephone interpreters for San Francisco General Hospital, the Public Health Centers, Laguna Honda Hospital, Health at Home other Department locations. The telephone interpreters must be skilled in phone based medical interpreting services and must be able to provide two-way, real time interpretation in a multitude of languages. This modification covers the anticipated needs of the Department through December 31, 2013. The Department has experienced an increase in the volume of telephone interpreter services due to the full implementation of Healthy San Francisco, the roll out of videoconferencing, dual handset, and Polycom phones which are used in the Health Centers and Emergency Department. The Department has hired and is in the process of hiring additional interpreters to meet the demand.	4/1/2008 - 12/31/2013
Total:				\$740,000			

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 23, 2012DEPARTMENT NAME: Department of the Environment DEPARTMENT NUMBER 22TYPE OF APPROVAL: EXPEDITED ☒ REGULAR (OMIT POSTING ☐)☐ CONTINUING ☐ ANNUAL

TYPE OF REQUEST:

☐ INITIAL REQUEST ☒ MODIFICATION: PSC# 4086-08/09TYPE OF SERVICE: Charter bus service for student field tripsFUNDING SOURCE: Impound Funds - Dept. of Environment

PSC AMOUNT: \$ 90,000

PSC DURATION: March 1, 2009 - December 31, 2013

Modification 1: \$ 30,000

March 1, 2009 - December 31, 2013Modification 2: \$120,000March 1, 2009 - December 31, 2015

New Total: \$240,000

March 1, 2009 - December 31, 20151. DESCRIPTION OF WORK

A. Concise description of proposed work:

SFE requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students.

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

The Department of the Environment (SFE) provides environmentally focused field trips for San Francisco's students. Each school year, SFE sponsors approximately 100 field trips, conducted from October through June at various sites in SF. Without a contract for charter bus service in place, SFE will not be able to send many classes on field trips, as many of the field trip locations are in areas that would be challenging and in some instances, unsafe, for students to reach by foot or public transportation. Furthermore, SFE's inability to provide transportation for classes will disproportionately affect schools in the City's lower income communities, which have less access to other private transportation resources.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

Provided through a contract issued under Civil Service approval 4086 -08/09.

D. Will the contract(s) be renewed: The contract may be renewed for one year.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 21

Union Name

Signature of person mailing / faxing form

Date

Local 1021

Union Name

Signature of person mailing / faxing form

Date

RFP sent to _____, on _____

Union Name

Date

Signature

***** FOR DEPARTMENT OF HUMAN RESOURCES USE *****

PSC#

4086-08/09

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

- Buses and drivers must be SPAB (Student Pupil Activity Bus) certified, and possess the necessary liability insurance. A copy of the current insurance coverage and SPAB Certificate will be required.
- Class B licensed drivers who have successfully completed a physical within the last two (2) years. Proof of license may be required to be presented by the driver.
- Possession of all licenses and/or permits necessary to provide the services described in this contract as specified and required by the PUC, Interstate Commerce Commission and the Federal Department of Transportation. Contractor must be granted the authority to operate as a charter party carrier by the PUC.

B. Which, if any, civil service class normally performs this work?
There is no civil service class providing charter bus service.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Yes, the contractor will provide charter buses.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The City does not operate charter bus service. Due to the location and duration of these field trips, and the need for buses to stay on-site for the entire field trips, a charter bus is required. Additionally, these buses must be scheduled and reserved months in advance.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No, this is a seasonal program that requires drivers for roughly only 16 hours a week between the months of October and June. The field trips are scheduled around the preferences of the classroom teachers and the field trip sites themselves, so additionally, some weeks/months have less trips scheduled and therefore require even less hours of service.

5. ADDITIONAL INFORMATION (if "yes", attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

- Describe training and indicate approximate number of hours.

- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

E. Has a board or commission determined that contracting is the most effective way to provide this service?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

Not determined.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Rachel C. Buerkle
Signature of Departmental Personal Services Contract Coordinator

Rachel Buerkle
Print or Type Name

Dept. of Environment, 11 Grove St.

355-3704
Telephone Number

San Francisco, CA 94102



SF Environment

Our home. Our city. Our planet.

A Department of the City and County of San Francisco



GAVIN NEWSOM
Mayor

DAVID ASSMANN
Acting Director

MEMORANDUM

DATE: 1/07/10
TO: Mary Ng, PSC Analyst
Department of Human Resources (Dept. 33)
FROM: Rachel C. Buerkle, PSC Coordinator
Department of the Environment (Dept. 22) *Rachel Buerkle*
RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4086-08/09 ✓ Approval Date: 2/02/09 ✓
Description of Service(s): Charter Bus Service for School Ed Field Trips
Original Approved Amount: \$ 90,000 ✓ Original Approved Duration: 3/01/09 – 12/31/13 ✓
Modification Amount: 30,000 Modification of Duration: + 12 Months
Total Amount as Modified: \$120,000 Total Duration as Modified: 3/1/09 – 12/31/14

Reason for the modification:

Contract was not awarded and a new RFP is being posted. Modification is to allow for the same 4 year contract duration, and possibly for an increase in the program size (number of field trips).

Attachment: Copy of Approved PSC Summary

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: ☒ Approved

Approval Date: January 12, 2010

By: Micki Callahan
Micki Callahan, Human Resources Director

10 JAN 12 AM 8:06
HUMAN RESOURCES
DEPARTMENT OF HUMAN RESOURCES



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

February 5, 2009

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 2000-08/09 THROUGH 2009-08/09; 4086-08/09 THROUGH 4095-08/09; 3090-07/08; 4148-07/08 AND 4192-07/08.

At its meeting of February 2, 2009 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval.

It was the decision of the Commission to:

- (1) Postpone PSC #2000-08/09 through 2009-08/09 to the meeting of March 2, 2009 at the request of SEIU Local 1021.
- (2) Adopt the Human Resources Director's report on PSC #4087-08/09 on the condition that over the next six (6) months IFPTE Local 21 and the Department of the Environment actively collaborate with each other to identify civil service classifications and personnel which could perform all or part of the work and that a report of its joint collaborative findings be submitted to the Commission at the end of the six month period. Notify the offices of the Controller and the Purchaser.
- (3) Withdraw PSC #3090-07/08 at the request of the Public Utilities Commission.
- (4) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Rachel Buerkle, Department of the Environment
Jesusa Bushong, San Francisco Fire Department
Micki Callahan, Human Resources Director
Gordon Choy, Department of Public Works
David Curto, Human Services Agency
Rion Dugan, Department of Technology
Nancy Gonchar, Arts Commission
Shamica Jackson, Public Utilities Commission
Jennifer Johnston, Department of Human Resources
Florence Kyaun, Public Utilities Commission
William Lee, Emergency Communications Department
Julian Low, Mayor's Office of Business & Economic Development
Mary Ng, Department of Human Resources
Briggette Rockett, Department of Human Resources
Commission File
Chron

POSTING FOR
February 02, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
2000-08/09	45	Human Services Agency	Continuing	\$ 7,500,000.00	Will provide orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	30-Jun-14
2001-08/09	45	Human Services Agency	Continuing	\$ 65,000,000.00	Will provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities.	30-Jun-14
2002-08/09	45	Human Services Agency	Continuing	\$ 26,500,000.00	Will provide services to Community-based family resource centers that operate to serve all parents for specific parenting skills, parenting guides, crisis counseling and intervention.	30-Jun-14
2003-08/09	45	Human Services Agency	Continuing	\$ 160,000,000.00	Will provide childcare services to low-income and CalWorks families through partnerships with other state licensed providers in various identified target neighborhoods.	30-Jun-14
2004-08/09	45	Human Services Agency	Continuing	\$ 230,000,000.00	Will provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing.	30-Jun-14
2005-08/09	45	Human Services Agency	Continuing	\$ 38,500,000.00	Will provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWorks and PAES(Personal Assisted Employment Services) and other low-income individuals.	30-Jun-14
2006-08/09	45	Human Services Agency	Continuing	\$ 25,415,000.00	Will provide support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, and equipment maintenance.	30-Jun-14
2007-08/09	45	Human Services Agency	Continuing	\$ 327,750,000.00	Will provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	30-Jun-14
2008-08/09	45	Human Services Agency	Continuing	\$ 75,750,000.00	Will provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, and voluntary case management.	30-Jun-14
2009-08/09	45	Human Services Agency	Continuing	\$ 14,850,000.00	Will provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	30-Jun-14
4086-08/09	22	Department of the Environment	Regular	\$ 90,000.00	Will provide Charter bus transportation for the School Education Program's environmental field trips for grades K-12 students.	31-Dec-13
4087-08/09	22	Department of the Environment	Regular	\$ 264,000.00	Will provide consulting to develop long-term strategy for Clean Air Program, advise on latest technology, and support and outline funding options for Clean Air projects.	30-Jun-13

DATE: 1/6/09

DEPARTMENT NUMBER 22

☐ CONTINUING ☐ ANNUAL

X INITIAL REQUEST ☐ MODIFICATION (PSC# _____)

FUNDING SOURCE: Impound Funds - Dept. of Environment

PSC DURATION : 3/01/09 – 12/31/13

A. Concise description of proposed work:

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

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

D. Will the contract(s) be renewed: No, if services are still needed, the contract will be bid.

Local 21

Signature of person mailing / faxing form

Date _____

Local 1021

Signature of person mailing / faxing form

Date _____

Union Name

Date _____

Signature

PSC#

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

- Buses and drivers must be SPAB (Student Pupil Activity Bus) certified, and possess the necessary liability insurance. A copy of the current insurance coverage and SPAB Certificate will be required.
- Class B licensed drivers who have successfully completed a physical within the last two (2) years. Proof of license may be required to be presented by the driver.
- Possession of all licenses and/or permits necessary to provide the services described in this contract as specified and required by the PUC, Interstate Commerce Commission and the Federal Department of Transportation. Contractor must be granted the authority to operate as a charter party carrier by the PUC.

B. Which, if any, civil service class normally performs this work?

There is no civil service class providing charter bus service.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes, the contractor will provide charter buses.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The City does not operate charter bus service. Due to the location and duration of these field trips, and the need for buses to stay on-site for the entire field trips, a charter bus is required. Additionally, these buses must be scheduled and reserved months in advance.

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

No, this is a seasonal program that requires drivers for roughly only 16 hours a week between the months of October and June. The field trips are scheduled around the preferences of the classroom teachers and the field trip sites themselves, so additionally, some weeks/months have less trips scheduled and therefore require even less hours of service.

5. ADDITIONAL INFORMATION (if "yes", attach explanation)

- A. Will the contractor directly supervise City and County employees? ☐ Yes ☒ No
- B. Will the contractor train City and County employees? ☐ Yes ☒ No
- Describe training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.
- C. Are there legal mandates requiring the use of contractual services? ☐ Yes ☒ No
- D. Are there federal or state grant requirements regarding the use of contractual services? ☐ Yes ☒ No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? ☐ Yes ☒ No
- F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? ☐ Yes ☒ No

Not determined.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Rachel C. Buerkle
Signature of Departmental Personal Services Contract Coordinator

Rachel Buerkle
Print or Type Name

Dept. of Environment, 11 Grove St.

San Francisco, CA 94102

355-3704
Telephone Number

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4049-11/12)

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

Type of Service: Mandated Hospital Srvc. Excellence trng. (lecture based) to comply with the req. of 1115 waiver

Funding Source: DSRIP Funds, SFGH Bond, GF

PSC Original Approved Amount: \$1,000,000

PSC Original Approved Duration: 01/01/12 - 06/30/23 (11 years 26 weeks)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$500,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$1,500,000

PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: \$1,750,000

PSC Mod#4 Duration: no duration added

PSC Cumulative Amount Proposed: \$4,750,000

PSC Cumulative Duration Proposed: 11 years 26 weeks

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

Provide a series of 1-4 hour (dependent on category of employment) motivational lecture based Service Excellence-Patient Satisfaction training sessions to Four categories of Academic Medical Center Staff at San Francisco General Hospital and Trauma Center (SFGH): 1).Frontline/Non-Management Clinical and Non-Clinical staff; 2). Clinical and Non-Clinical Managers and Supervisors; 3).Academic Physicians in Clinical Practice and 4) Graduate Medical Resident Trainees. The proposed work will include a Train The-Trainer Module in order to ensure a system for sustainability will be embedded within the hospital's organizational culture at the end of the consultative engagement.

Scope Change

This modification is for the inclusion of additional trainings in support of the service excellence projects currently underway within the Department of Public Health. Additional trainings will focus on expanding the Kaizen and LEAN trainings(Toyota Production System)in support of the SFGH rebuild, roll out of the Affordable Care Act, and various service delivery integration initiatives underway within the Department.

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

Under the terms of the recently approved 1115 Waiver for the State of California, the Center for Medicare and Medicaid (CMS) will no longer provide reimbursement to healthcare organizations simply for providing services to patients. One new provision required by the 1115 waiver, is called Value Based Purchasing. Value Based purchasing will require that SFGH demonstrate clear outcomes and milestones for improving quality of care and patient safety while also ensuring operational efficiencies and increasing patient-centered care. The hospital will rely on the achievement of these

milestones in order to receive millions of dollars in reimbursement each year over the next four years. Focus will be placed on improving performance in clinical indicators as well as patient experience. In order to achieve the desired outcomes, we will have to ensure that staff in all positions are trained in key components to drive a Culture of Excellence. A Culture of Excellence exists when staff are engaged- in partnership with patients and families- with ongoing performance improvement and patient safety initiatives that achieve excellence in communication, patient-centered care, operational efficiency, and quality patient care.

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

Rona Consulting

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

Yes, only if there is funding and a continued need for periodic refresher / updates of training requirements.

- 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:

These hospital service excellence trainings, as part of the Department's Service Excellence Program, are expected to be ongoing in order to meet a continued and recurring need.

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.

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

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

REASON FOR CHECKING OTHER:

These hospital service excellence trainings, as part of the Department's Service Excellence Program, are expected to be ongoing in order to meet a continued and recurring need.

Explain the qualifying circumstances:

Under the terms of 1115 Waiver for the State of California, the Center for Medicare and Medicaid (CMS) will no longer provide reimbursement to healthcare organizations simply for providing services to patients. One new provision required by the 1115 waiver, is called Value Based Purchasing. Value Based purchasing will require that SFGH demonstrate clear outcomes and milestones for improving quality of care and patient safety while also ensuring operational efficiencies and increasing patient-centered care.

- B. Reason for the request for modification:

This modification is to increase the funding amount so as to continue hospital service excellence trainings, focused on Kaizen and LEAN.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Extensive experience implementing motivational lecture based hospital service excellence programs, with an emphasis on positive communication, teamwork and patient satisfaction. Commensurate skill and expertise in establishing a Trainer the Trainer Module for ensuring on-going and sustainable impact from the initial lecture training sessions is required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil Services classes are not applicable because City Training resources currently do not have the capacity to provide training that is needed to achieve Culture of Excellence status for a hospital organization.
- 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. Once the consultant engagement has needed, via Train- The-Trainer Curriculum, existing hospital staff will have gained the skills, tools and expertise necessary for sustaining a Culture of Excellence at SFGH.

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.
1)Frontline/Non-Management Clinical and Non-Clinical staff = 3,300; 2) Clinical and Non-Clinical Managers and Supervisors = 300; 3) Academic Physicians in Clinical Practice = 500; 4)Graduate Medical Resident Trainees = 900
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

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

7. **Union Notification:** On 02/05/16, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Management & Superv Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4049-11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2016

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Friday, February 05, 2016 4:06 PM
To: Hale, Jacquie (DPH); richardisen@gmail.com; L21PSCReview@ifpte21.org; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4049-1.1/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$1,750,000 for services for the period April 1,

2016

– June 30, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/875>

Email sent to the following addresses: L21PSCReview@ifpte21.org richardisen@gmail.com

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4049-11/12)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Mandated Hospital Srvc. Excellence trng. (lecture based) to comply with the req. of 1115 waiverFunding Source: DSRIP Funds, SFGH Bond, GFPSC Original Approved Amount: \$1,000,000PSC Original Approved Duration: 01/01/12 - 06/30/23 (11 years 26 wPSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$500,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: \$1,500,000PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: _____

PSC Mod#4 Duration: _____

PSC Cumulative Amount Proposed: \$3,000,000PSC Cumulative Duration Proposed: 11 years 26 weeks**1. Description of Work****A. Scope of Work:**

Provide a series of 1-4 hour (dependent on category of employment) motivational lecture based Service Excellence-Patient Satisfaction training sessions to Four categories of Academic Medical Center Staff at San Francisco General Hospital and Trauma Center (SFGH): 1). Frontline/Non-Management Clinical and Non-Clinical staff; 2). Clinical and Non-Clinical Managers and Supervisors; 3). Academic Physicians in Clinical Practice and 4) Graduate Medical Resident Trainees. The proposed work will include a Train-A-Trainer Module in order to ensure a system for sustainability will be embedded within the hospital's organizational culture at the end of the consultative engagement.

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

Under the terms of the recently approved 1115 Waiver for the State of California, the Center for Medicare and Medicaid (CMS) will no longer provide reimbursement to healthcare organizations simply for providing services to patients. One new provision required by the 1115 waiver, is called Value Based Purchasing. Value Based purchasing will require that SFGH demonstrate clear outcomes and milestones for improving quality of care and patient safety while also ensuring operational efficiencies and increasing patient-centered care. The hospital will rely on the achievement of these milestones in order to receive millions of dollars in reimbursement each year over the next four years. Focus will be placed on improving performance in clinical indicators as well as patient experience. In order to achieve the desired outcomes, we will have to ensure that staff in all positions are trained.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most

recently approved PSC # and upload a copy of the PSC.

Under Contract

D. Will the contract(s) be renewed? Yes, only if there is funding and a continued need for periodic refresher /

2. Union Notification: On 01/06/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Management & Superv Local 21; Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC# 4049-11/12

03/03/2014

DHR Analysis/Recommendation:

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 03/03/2014

03/03/2014

3. Description of Required Skills/Expertise**A. Specify required skills and/or expertise:**

Extensive experience implementing motivational lecture based hospital service excellence programs, with an emphasis on positive communication, teamwork and patient satisfaction. Commensurate skill and expertise in establishing a Trainer the Trainer Module for ensuring on-going and sustainable impact from the initial lecture training sessions is required.

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

1232,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform**A. Explain why civil service classes are not applicable:**

Civil Services classes are not applicable because City Training resources currently do not have the capacity to provide training that is needed to achieve Culture of Excellence status for a hospital organization.

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

No. Once the consultant engagement has needed, via Train- The-Trainer Curriculum, existing hospital staff will have gained the skills, tools and expertise necessary for sustaining a Culture of Excellence at SFGH.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? 1)Frontline/Non-Management Clinical and Non-Clinical staff = 3,300; 2) Cli	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Yes. Will use current contractors w/ specific areas of expertise.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 01/06/14 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4123 12/13)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Nutrition Education Services to Schools and Community Based OrganizationsFunding Source: State GrantsPSC Original Approved Amount: \$1,220,000PSC Original Approved Duration: 10/01/13 - 09/30/16 (3 years)PSC Mod#1 Amount: \$406,667PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$282,033PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$1,908,700 PSC Cumulative Duration Proposed: 3 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will provide nutrition education and support services, with the goal of transforming environments in order to make healthy eating and physical activity possible in a variety of settings including schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations.

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

DPH is in receipt of a grant from the State Department of Public Health, Nutrition Education and Obesity Prevention Branch to act as a lead agency in funding local nutrition education services. The grant award requires Local Health Departments (LHD's) acting as lead agencies to contract portions of the State approved scope of work to community partners, including schools, non-profits and faith-based organizations. The consequences of denial would be an inability to comply with the terms of the grant award, resulting in loss of funding and the inability to provide these services which provide important local, community-based initiatives to promote healthy eating and physical activity in a variety of settings to targeted populations.

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

Yes

D. Will the contract(s) be renewed?

Only if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**2. Reason(s) for the Request**

A. Display all that apply

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

Explain the qualifying circumstances:

DPH is in receipt of a grant from the State Department of Public Health, Nutrition Education and Obesity Prevention Branch to act as a lead agency in funding local nutrition education services. The grant award requires lead agencies to contract out with community partners, including schools, non-profits and faith-based organizations. This contracting authority will allow compliance with the requirements of the grant.

B. Reason for the request for modification:

The grant amount was increased.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The State grant funding these services requires that contractors have the ability to provide nutrition education to community partners and their clients, as well as the ability to provide technical assistance and training to community partners in order to ensure they are able to carry out the activities in the mandated scope of work.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2819, Assistant Health Educator; 2846, Nutritionist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes will be working in support of this grant, however, under the terms of the grant, the Local Health Department (LHD) must (sub)contract up to 50% of the awarded budget to schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations. The selected contract agencies must have access to and pre-existing partnerships with populations that are not readily available to City organizations.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, the funding for the proposed contract is for a limited term and decreases over the term of the grant.

6. Additional Information

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No, contractor will not train City employees. These services, nutrition education, require specialized knowledge and expertise, and is for a limited grant-funded duration only.
- 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.
See attached file:4123-1213 Nutrition Project WIC SNAP.p
- 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.
18 Reasons, Children's Coun, SF Public Hlth Fdn, SFUnifiedSchoolD

7. **Union Notification:** On 02/08/16, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21;

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

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

Address: 101 Grovet St. rm. 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4123 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2016

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Monday, February 08, 2016 9:59 AM
To: Hale, Jacquie (DPH); L21PSCReview@ifpte21.org; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4123 12/13 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$282,033 for services for the period April 1,

2016

-- September 30, 2016. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

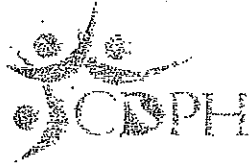
<http://apps.sfgov.org/dhrdrupal/node/3808>

Email sent to the following addresses: L21PSCReview@ifpte21.org

Additional Attachment(s)

Attachment 1

State of California—Health and Human Services Agency
California Department of Public Health



RON CHAPMAN, MD, MPH
Director & State Health Officer



EDMUND S. BROWN JR.
Governor

To: Supplemental Nutrition Assistance Program (SNAP) Education Partners in
School Districts, County Offices of Education and Community-Based Organizations

FUTURE FUNDING FOR NUTRITION EDUCATION FROM THE NETWORK FOR A
HEALTHY CALIFORNIA

I am writing to inform you of important changes concerning future funding from the *Network for a Healthy California* through the Supplemental Nutrition Assistance Program (SNAP) Education (SNAP-Ed) Program. Schools, school districts and county offices of education and non-profit community-based organizations have been the cornerstone of *Network* growth over the past decade. On behalf of the *Network* and the newly-formed Nutrition Education and Obesity Prevention (NEOP) Branch, I want to acknowledge with appreciation the role that you have played for many years in building the state's capacity for nutrition education. Together we have achieved significant milestones in educating low-income Californians about healthy eating and active living.

There are, however, changes to the funding structure of the *Network* that will reduce or eliminate the funds you may expect to receive in Federal Fiscal Year (FFY) 2014. *Network* contracts with schools, county offices of education, local initiatives, non-profit initiatives, regions and leadership projects will continue with the same scope of work and funding levels through September 30, 2013 to allow time for planning for new funding approaches starting in FFY 2014.

Background: Due to our success generating match funding in the program's early years, California receives fully one-third of SNAP-Ed national funds. Per USDA Guidance, SNAP-Ed funds should be allocated to reach all SNAP participants and low-income individuals eligible to receive SNAP benefits in an equitable manner and the *Healthy, Hunger-Free Kids Act*, enacted in December 2010, altered the SNAP-Ed funding mechanism to support this approach. Starting in 2014, USDA will increase the proportion of funding each state receives based on the level of SNAP participation rather than the amount of match generated. In future years, the new mechanism caps continued growth and reduces SNAP-Ed funding. On the program side, SNAP-Ed guidance now allows population-based, public health approaches and a focus on obesity prevention. USDA SNAP-Ed Guidance received in late March 2012 also contained greater emphasis on targeting low-income households, people in means-tested programs, and community environments in under-served areas.

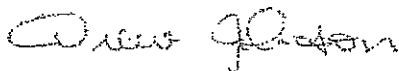
Local Health Departments as Local Lead Agencies: With the expectation of reduced funds in future years, the California Department of Social Services (CDSS), the lead agency for SNAP, and USDA approved a transition plan for SNAP-Ed to build California's public health capacity to achieve the state's obesity prevention goals. In FFY 2013 we will work to strengthen technical capacity for jurisdiction-wide leadership among 42 of California's 61 local health departments (LHDs) with 19 health jurisdictions following in FFY 2014. The LHD funding formulas align with the number of residents with incomes below 185 percent of the Federal Poverty Level. LHDs will serve as the local lead agencies in their jurisdictions due to their local expertise and statutory authority to ensure the public's health in their jurisdiction. This structure meets USDA's objectives of basing funding on need while ensuring long-term sustainability of effort in the face of decreasing funds. LHDs granted greater than \$500,000 will be required to subcontract up to 50 percent of the grant to school and community organizations for activities that support the overall strategies for obesity prevention in that jurisdiction. Additional funding opportunities will be made available through a CDPH-issued Request for Application for regional and statewide initiatives.

We plan to hold a conference call in October to review this information and to provide you with an opportunity to ask questions. Information about how to participate in that call will be shared in coming weeks. More information will come as well via e-mail communication and at the NEOP Statewide Collaborative meeting in November.

We urge local education and non-profit agencies to work with their usual contacts at the state to implement the FFY 2013 contract. For questions related to FFY 2014, please contact Michele Y. van Eyken, MPH, RD, NEOP Assistant Chief for Programs, at 916-552-9883 or Michele.van.Eyken@cdph.ca.gov, or Mr. Gil Sisneros, MPH, Assistant Chief for Administration, at 916-322-4253 or Gil.Sisneros@cdph.ca.gov.

The California Department of Public Health remains committed to continuing strong relationships with local, regional and statewide partners and trust that we can count on your continued support on behalf of California's vulnerable children, youth and families.

Sincerely yours,



Drew Johnson
Interim Deputy Director
Center for Chronic Disease Control and Health Promotion
California Department of Public Health

Supplemental Nutrition Assistance Program (SNAP) Education Partners in
School Districts, County Offices of Education and Community-Based Organizations
Page 3 of 3

Cc: Linda Patterson, Chief
CalFresh Branch
California Department of Social Services
744 P Street, Sacramento, CA 95814-5512

Carol Chase Huegli, MS, RD
Nutrition Education Administrator
Nutrition Services Division
California Department of Education
1430 N Street
Sacramento, CA 95814

Kathleen Billingsley, RN
Chief Deputy Director for Programs and Policy
California Department of Public Health
1615 Capitol Avenue, Ste. 720, MS 0500
Sacramento, CA 95814

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4123 12/13)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Nutrition Education Services to Schools and Community Based OrganizationsFunding Source: State GrantsPSC Original Approved Amount: \$1,220,000PSC Original Approved Duration: 10/01/13 - 09/30/16 (3 years)PSC Mod#1 Amount: \$406,667PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$1,626,667PSC Cumulative Duration Proposed: 3 years**1. Description of Work****A. Scope of Work:**

Contractor will provide nutrition education, support services and fiscal intermediary services with the goal of transforming environments in order to make healthy eating and physical activity possible in a variety of settings including schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations.

See attached document(s).

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

DPH is in receipt of a grant from the State Department of Public Health, Nutrition Education and Obesity Prevention Branch to act as a lead agency in funding local nutrition education services. The grant award requires Local Health Departments (LHD's) acting as lead agencies to contract portions of the State approved scope of work to community partners, including schools, non-profits and faith-based organizations. The consequences of denial would be an inability to comply with the terms of the grant award, resulting in loss of funding and the inability to provide these services which provide important local, community-based initiatives to promote healthy eating and physical activity in a variety of settings to targeted populations.

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

Yes

D. Will the contract(s) be renewed? Only if funding is available.

2. Union Notification: On 08/14/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC# 4123 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 09/23/2014

July 2013

3. Description of Required Skills/Expertise**A. Specify required skills and/or expertise:**

The State grant funding these services requires that contractors have the ability to provide nutrition education to community partners and their clients, as well as the ability to provide technical assistance and training to community partners in order to ensure they are able to carry out the activities in the mandated scope of work.

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

2846,2819,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform**A. Explain why civil service classes are not applicable:**

Civil service classes will be working in support of this grant, however, under the terms of the grant, the Local Health Department (LHD) must (sub)contract up to 50% of the awarded budget to schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations. The selected contract agencies must have access to and pre-existing partnerships with populations that are not readily available to City organizations.

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

No, the funding for the proposed contract is for a limited term and decreases over the term of the grant.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services? See attached file:4123-1213 Nutrition Project WIC SN/	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? 18 Reasons	<input checked="" type="checkbox"/>	<input type="checkbox"/>

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 08/14/14 BY:

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

Address: 101 Grovet St. rm. 307 San Francisco, CA



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

June 3, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4115-12/13 THROUGH 4126-12/13; 4084-05/06; 4038-12/13; AND 3104-11/12.

At its meeting of May 20, 2013 the Civil Service Commission had for its consideration the above matter.

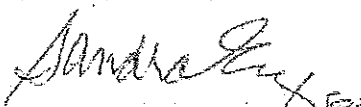
The Commission:

- 1) Continued PSC 4120-12/13 to the next meeting of June 3, 2013; clarify and amend the duration; previous PSC 4056-06/07 was approved by the Civil Service Commission through 2010; include an explanation and documentation on how the contract was renewed from 2010-2013 through an annual purchase order.
- 2) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION


JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Cynthia Avakian, Airport Commission
Jeanne Buick, Department of Human Resources
Micki Callahan, Human Resources Director
Leorah Dang, Department of Human Resources
Gordon Choy, Department of Public Works
Lily Conover, Controller's Office
Jacquie Hale, Department of Public Health
Karen Henderson, Mayor's Office of Housing
William Lee, Department of Emergency Management
Donna Marion, San Francisco Public Library
Merick Pascual, Mayor's Office of Economic & Workforce Dev.
Shawn Wallace, San Francisco Police Department
Fan-Wa Wong, San Francisco Health Service Systems
Commission File
Chron

POSTING FOK

05/20/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4121-12/13	77	Emergency Management	Regular	\$240,000	This UASI 2012 Grant project is designed to replace the existing Mobile VPN System for the Department of Emergency Management, Police Department (PD) and Fire Department (FD). The Mobile VPN System operates daily to allow field officers from PD and FD to communicate with back-end CAD (Computer-aided Dispatch) and other applications. In addition to the purchase of proprietary software and hardware, vendor(s) will also provide professional services including system design, installation, testing, training, support, and overall project management.	6/1/2013 - 1/30/2013
4122-12/13	77	Emergency Management	Regular	\$450,000	Contractor will coordinate and evaluate pre-disaster planning, response, and resource sharing amongst the Bay Area UASI Region and private sector businesses in order to address community resiliency, infrastructure, and economic recovery gaps. Contractor will provide a Bay Area Public-Private Strategic Plan which will include communication and collaboration protocols to facilitate information sharing. The plan will also include resource and donation access, logistic/supply chain resumption, and a recovery plan with the private sector. Contractor will also conduct tabletop and virtual exercises to test protocols prior to finalizing the Strategic Plan.	5/1/2013 - 4/30/2016
4123-12/13	81	Public Health	Regular	\$1,220,000	Contractors will provide nutrition education and support services, with the goal of transforming environments in order to make healthy eating and physical activity possible in a variety of settings including schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations.	10/1/2013 - 9/30/2016
4124-12/13	81	Public Health	Regular	\$5,000,000	The contractor(s) will develop and implement an integrated communicable disease data system to coordinate data collection, processing, management, analysis and interpretation related to health, morbidity and program services to support public health actions (e.g., outbreak investigation, partner services, etc.) and preventative services, as well delivering integrated services at both the individual and community level. *NOTE: The value of this request is the estimated cost of the professional services needed to implement the system, and does not include the license or maintenance cost of the software.	6/1/2013 - 6/30/2018
4125-12/13	81	Public Health	Regular	\$575,000	Part of the Affordable Care Act is establishing Nurse-Family Partnership (NFP) programs to help first-time mothers using a proven evidence-based community health program model that meets federal requirements and recommendations. This program establishes a partnership between a new mom early in her pregnancy with a registered nurse making ongoing home visits. This well-researched program is being federally funded on a national level as it has been proven to help families and communities become stronger while saving money for state, local and federal governments. These services will establish a direct connection with the federal NFP reporting system that aligns with DPH's Targeted Case Management (TCM) Online Billing System in order to meet all federal requirements for the documentation required to receive federal funding for both programs by providing a web-based case management system enabled for access by DPH Maternal and Child Health (MCAH) visiting nurses using handheld devices.	7/1/2013 - 6/30/2018
4126-12/13	90	Public Works	Regular	\$20,558,000	Department of Public Works (DPW) is seeking two qualified teams of architectural and engineering (A/E) consultants to provide architectural engineering design and construction support services for the new Office of Chief Medical Examiner (OCME) Facility and Forensic Services Division & Traffic Company (FSD/TC) Facility. The two contract amounts are approximately \$5,120,000 and \$15,438,000 for the OCME and FSD/TC facilities respectively.	4/1/2013 - 4/1/2019

MAR 21 2013 PERSONAL SERVICES CONTRACT SUMMARY

DATE: _____

DEPARTMENT NAME: Department of Public Health DEPARTMENT NUMBER 81TYPE OF APPROVAL: ☐ EXPEDITED ☒ REGULAR (OMIT POSTING _____)
☐ CONTINUING ☐ ANNUAL

TYPE OF REQUEST:

☒ INITIAL REQUEST ☐ MODIFICATION (PSC# _____)TYPE OF SERVICE: Nutrition Education Services to Schools and Community Based OrganizationsFUNDING SOURCE: Grant from State Dept. of Public Health, Nutrition Education and Obesity Prevention BranchPSC AMOUNT: \$1,220,000 PSC DURATION: 10/1/13 - 9/30/16 (3 years)

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Contractors will provide nutrition education and support services, with the goal of transforming environments in order to make healthy eating and physical activity possible in a variety of settings including schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations.

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

DPH is in receipt of a grant from the State Department of Public Health, Nutrition Education and Obesity Prevention Branch to act as a lead agency in funding local nutrition education services. The grant award requires Local Health Departments (LHD's) acting as lead agencies to contract portions of the State-approved scope of work to community partners, including schools, non-profits and faith-based organizations. The consequences of denial would be an inability to comply with the terms of the grant award, resulting in loss of funding and the inability to provide these services which provide important local, community-based initiatives to promote healthy eating and physical activity in a variety of settings to targeted populations.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This is a new service and grant to the Department.

D. Will the contract(s) be renewed: *Only if funding is available.*

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

IFPTE Local 21

Union Name

Jacquie Hale

Signature of person mailing/faxing form

MAR 21 2013

Date

Union Name_____
Signature of person mailing/faxing form_____
DateRFP sent to _____, on _____
Union Name Date_____
Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4049-11/12

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The State grant funding these services requires that contractors have the ability to provide nutrition education to community partners and their clients, as well as the ability to provide technical assistance and training to community partners in order to ensure they are able to carry out the activities in the mandated scope of work.

B. Which, if any, civil service class normally performs this work?

2846 Nutritionist; 2819 Assistant Health Educator

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil services classes will be working in support of this grant, however, under the terms of the grant, the Local Health Department (LHD) must (sub)contract up to 50% of the awarded budget to schools, community-based organizations, childcare settings, youth-serving environments and faith-based organizations. The selected contract agencies must have access to and pre-existing partnerships with populations that are not readily available to City organizations.

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

No. The funding for the proposed contract is for a limited term and decreases over the term of the grant.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

	Yes	No
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Describe the training and indicate approximate number of hours.		
• Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.		
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes. Please see Attachment 1.		
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:


 Signature of Departmental Personal Services Contract Coordinator

Jacquie Hale

554-2609

Print or Type Name

Telephone Number

101 Grove St. Rm. 307

San Francisco, CA 94102

Address