

**THIS PRINT COVERS CALENDAR ITEM NO.:** 10.4

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Human Resources

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to approve amendments to two As-Needed Specialized Training Services contracts: (1) Amendment No. 6 to Contract No. SFMTA-18-39-A with Moran Consulting, Inc. to extend the contract duration 15 months beyond the contract's 5-year term, and to increase the contract amount by \$1,000,000 from a not-to-exceed amount of \$3,821,598.22 to a not-to-exceed amount of \$4,821,598.22; and (2) Amendment No. 3 to Contract No. SFMTA-18-39-B with DTUI.com LLC to extend the contract duration 15 months beyond the contract's 5-year term without increasing the not-to-exceed amount of \$3,000,000.

**SUMMARY:**

- To better prepare our workforce for roles that require public interaction, in January 2019 the SFMTA awarded As-Needed Specialized Training Services contracts to Moran Consulting and DTUI.com to create customized training programs that train employees to provide improved customer interactions, reduce customer conflicts, and mitigate assaults.
- The contracts provide de-escalation, customer service, racial equity, augmented implicit bias, conflict intervention, team-building, management, supervisor, and employee support training for managers, supervisors and public-facing team members to mitigate assaults on employees, labor grievances, potential EEO complaints, and enhance employee culture.
- The two contracts are scheduled to expire on January 16, 2024. The proposed amendments would extend both contracts for 15 additional months (one-fourth of the original contract term, including options, of five years) to April 16, 2025.
- The amendment to the Moran contract would also increase the contract not to exceed amount by \$1,000,000 or 26,17 percent from, \$3,821,598.22 to \$4,821,598.22.
- The proposed additional time and funding would allow time to permit the SFMTA to conduct a competitive reprourement allowing the work to continue until new contracts are awarded.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Amendment No. 6 to SFMTA Contract No. SFMTA-18-39-A with Moran Consulting, Inc.
3. Amendment No. 3 to SFMTA-18-39-B with DTUI.com LLC

**APPROVALS:**

**DATE**

DIRECTOR



November 2, 2023

SECRETARY



November 2, 2023

**ASSIGNED SFMTAB CALENDAR DATE:** November 7, 2023

**PURPOSE**

Authorizing the Director of Transportation to approve amendments to two As-Needed Specialized Training Services contracts: (1) Amendment No. 6 to Contract No. SFMTA-18-39-A with Moran Consulting, Inc. to extend the contract duration 15 months beyond the contract’s 5-year term, and to increase the contract amount by \$1,000,000 from a not-to-exceed amount of \$3,821,598.22 to a not-to-exceed amount of \$4,821,598.22; and (2) Amendment No. 3 to Contract No. SFMTA-18-39-B with DTUI.com LLC to extend the contract duration 15 months beyond the contract’s 5-year term without increasing the not-to-exceed amount of \$3,000,000.

**STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES:**

This action supports the following SFMTA Strategic Plan Goals:

1. Identify and reduce disproportionate outcomes and resolve past harm towards marginalized communities.
2. Create a work environment that is responsive, equitable and inclusive.
3. Recruit, hire and invest in a diverse workforce.
4. Make streets safer for everyone.
5. Deliver reliable and equitable transportation services.
7. Build stronger relationships with stakeholders.

This action supports the following Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

**DESCRIPTION**

Transportation is a high-pressure industry. Because the SFMTA manages all aspects of transportation in the City and County of San Francisco, the vast majority of employees are in challenging, customer-facing roles such as operating public transit vehicles on congested streets, writing parking citations and conducting transit fare inspections. The SFMTA requires ongoing and continuous training services to those who often interact with the public or those who supervise public-facing employees.

Since January 2019, the as-needed specialized training contracts with Moran Consulting and DTUI have facilitated the development and management of the Practical Communication Tools (PaCT) training programs for our public-facing workforce in the areas of de-escalation, customer service, emotional intelligence, and recovery strategies. The contractors work to improve employee support, team member engagement, and overall employee wellness threads to our outreach and recruitment strategies.

In that time, the contracts’ specialized training consultants have completed:

## **PAGE 3.**

- A comprehensive assessment of training needs
- Staffing of working groups and training managers from all 10 SFMTA units to partner with Contractor Moran to design training program and tools
- The test of a Pilot program for Transit and Sustainable Streets
- Program refinement and implementation strategyA plan for delivery of training in-person, on site, and on shift to minimize the need for overtime
- Development of a co-facilitator model that incorporates subject matter experts into the training room and into the facilitation process, to create trust in the training's subjects and methods.
- Formally introduction of the Universal Standards for Service
- Service Essentials for Leaders training: 10 training sessions, 53 Managers, Approximately 424 personnel training hours
- PaCT training: 293 training sessions, 2,046 employees, Approximately 16,368 personnel training hours

The contract extensions are needed to continue the positive results of the training efforts while a follow-on contract is competitively procured. The process of developing and implementing the training has shown that the training effort does improve emotional, communication, and operational safety in the general public and internally within the SFMTA's own teams. Extending the existing contracts will ensure that the Agency continues those improvements by not interrupting its provision of training resources for team members, supervisors, and managers of public facing teams.

During the contract extensions, the Contractors will be expected to continue to work with the Organizational Development/Learning & Organizational Development teams to develop training programs to: 1) Create a culture of outstanding service by providing customized training programs to customer-facing employees and those who supervise them; 2) set up a framework to institutionalize customer engagement skills, including de-escalation techniques training as a standard business practice; and 3) Build internal awareness and skills for managing implicit bias in the workplace and when working with the public. An extended gap in providing those training programs would threaten the gains that have been made over the past five years.

## **STAKEHOLDER ENGAGEMENT**

This extension of funding and time is to allow continuation of already-approved contract activities, so no new stakeholder engagement was sought on the specific decision to extend the contracts. Nevertheless, stakeholders continue to supply feedback that supports for expanded and continuous training in the areas covered by the Contracts.

## **ALTERNATIVES CONSIDERED**

The alternatives considered to meet program needs were: (1) to provide services in-house; (2) to reprocure without extension; or (3) to reprocure while continuing to provide the services under extensions to existing contracts.

Current staff do not have sufficient time available or the range of specialized expertise necessary to complete all contracted work, and new staff cannot be hired to provide services in-house accomplish many of the current and immediate needs of the organization. In addition, due to the amount of time a

## **PAGE 4.**

hiring process takes, the current contracts would expire, and the program would have a lapse of service before new staff could be hired.

A rebidding process is being initiated but cannot be completed before the current contract end date of January 2024, resulting in a lapse of vital program services that could further increase the potential for operator assaults, lack of operational communication, grievances, labor, and EEO complaints.

For these reasons, staff considers that extending the existing contracts by 15 months is the best way to preserve the gains made so far and avoid additional costs of restarting the program after a lapse.

## **FUNDING IMPACT**

The proposed resolution amends two contracts: one contract with Moran Consulting, Inc. and one contract with DTUI.com LLC. Both contracts are as-needed contracts, which means services are used as needed, up to the not-to-exceed value of the contract. Both contracts are funded by the operating budget.

The proposed amendment to the contract with Moran Consulting, Inc. would increase the contract not-to-exceed to exceed amount by \$1,000,000 or 26.17 percent from, \$3,821,598.22 to \$4,821,598.22. As of October 30, 2023 approximately \$3,779,311.88 or 99 percent of the existing contract amount had been expended. The proposed amendment to the contract with DTUI.com LLC maintains the existing contract not-to-exceed amount of \$3,000,000 of which \$817,500 or 17 percent has been expended.

## **ENVIRONMENTAL REVIEW**

On October 19, 2023, the SFMTA, under authority delegated by the Planning Department, determined that the contract amendments for specialized training with DTUI.com and Moran Consulting, Inc., are not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

## **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The City Attorney has reviewed this report.

## **RECOMMENDATION**

Staff recommends that the SFMTA Board authorize the Director of Transportation to approve amendments to two As-Needed Specialized Training Services contracts: (1) Amendment No. 6 to Contract No. SFMTA-18-39-A with Moran Consulting, Inc. to extend the contract duration 15 months beyond the contract’s 5-year term, and to increase the contract amount by \$1,000,000 from a not-to-exceed amount of \$3,821,598.22 to a not-to-exceed amount of \$4,821,598.22; and (2) Amendment No. 3 to Contract No. SFMTA-18-39-B with DTUI.com LLC to extend the contract

**PAGE 5.**

duration 15 months beyond the contract's 5-year term without increasing the not-to-exceed amount of \$3,000,000.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, Many SFMTA employees are in challenging, customer-facing roles such as operating public transit vehicles on congested streets, writing parking citations and conducting transit fare inspections; and,

WHEREAS, The SFMTA requires ongoing and continuous training services to those who often interact with the public or those who supervise public-facing employees; and,

WHEREAS, In January 2019 the SFMTA awarded As-Needed Specialized Training Services contracts to Moran Consulting, Inc. (Moran), and DTUI.com LLC (DTUI) to create customized training programs that train employees to provide improved customer interactions, reduce customer conflicts, and mitigate assaults; and,

WHEREAS, The current contracts with Moran and DTUI expire January 16, 2024; and,

WHEREAS, The SFMTA proposes term extensions for the contracts of 15 months each to April 16, 2025, and an increase to the Moran contract limit by \$1,000,000 in capacity, bringing the total not-to-exceed amounts to \$4,750,000, so that Moran and DTUI can continue to deliver scoped activities; and,

WHEREAS, The SFMTA has initiated a procurement process to secure competitively selected contracts before April 16, 2025; and,

WHEREAS, On October 19, 2023, the SFMTA, under authority delegated by the Planning Department, determined that the proposed amendments to the above-mentioned contracts are not “projects” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and are incorporated herein by reference; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to approve amendments to two As-Needed Specialized Training Services contracts: (1) Amendment No. 6 to Contract No. SFMTA-18-39-A with Moran Consulting, Inc. to extend the contract duration 15 months beyond the contract's 5-year term, and to increase the contract amount by \$1,000,000 from a not-to-exceed amount of \$3,821,598.22 to a not-to-exceed amount of \$4,821,598.22; and (2) Amendment No. 3 to Contract No. SFMTA-18-39-B with DTUI.com LLC to extend the contract duration 15 months beyond the contract's 5-year term without increasing the not-to-exceed amount of \$3,000,000.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 7, 2023.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Sixth Amendment**

**Contract No. SFMTA-2018-39-A**

THIS AMENDMENT (Amendment) is made as of \_\_\_\_\_, in San Francisco, California, by and between **Moran Consulting, Inc.** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the Agreement until April 16, 2025; increase the contract amount by \$1,000,000 for a modified contract amount of \$4,750,000 to compensate Contractor for additional services it will provide during the term of the Agreement; amend the list of approved subcontractors in Section 4.5.2; and revise Appendix B to reflect changes in subcontractors, and billing rates.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on May 23, 2018, and this Amendment is consistent with the process.
- D. Approval for this Amendment was obtained when the Civil Service Commission approved Modification No. 1 to Contract No. 41347-17/18 on **November 7, 2023**.

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated January 17, 2019, between Contractor and City, as amended by the:

First Amendment, dated March 5, 2019,

Second Amendment, dated September 26, 2019,

Third Amendment, dated January 14, 2022,

Fourth Amendment, dated June 10, 2022, and

Fifth Amendment, dated January 5, 2023.



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

## **Article 2 Modifications to the Agreement**

The Agreement is modified as follows:

2.1 Article 2 (Term of the Agreement) of the Agreement is replaced in its entirety to read as follows:

**2.1** The term of this Agreement shall commence on the later of: (i) January 17, 2019; or (ii) the Effective Date, and expire on April 16, 2025, unless earlier terminated as otherwise provided herein.

2.2 Section 4.5.2 of the Agreement is replaced in its entirety to read as follows:

**4.5.2** City's execution of this Agreement constitutes its approval of the subcontractors listed below.

- CivicMakers, LLC
- Gloria Cotton
- The Elkind Group
- Enrichment Training Resources
- Steve Edwards
- Theresa Feeley Consulting
- Anne Feise
- Dan Goldes
- GT Global Performance LLC
- HPI Consulting
- Jungle Communications, Inc.
- Opportu
- Left Lane Advisors
- Gina McAndrews
- Joe-Joe McManus
- Kelli Morrell
- Madison O'Neill
- Miner-Paine Solutions, LLC
- Premier Workforce Solutions
- San Francisco SAFE, Inc. (Safety Awareness for Everyone)
- Donna J. Seal
- Skillaborate
- Nicole Tracy

- Two Rivers, Corp.

2.3 Section 3.3.1 (Payment Amount) of the Agreement is replaced in its entirety to read as follows:

**3.3.1 Payment Amount.** Compensation under this Agreement shall be based on a negotiated lump sum price per task or subtask. In no event shall the amount of this Agreement exceed Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000).

### **Article 3 Effective Date**

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

### **Article 4 Legal Effect**

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

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

<b>CITY</b>	<b>CONTRACTOR</b>
<p><b>San Francisco Municipal Transportation Agency</b></p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By: Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary to the Board</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____ David F. Innis Deputy City Attorney</p>	<p><b>Moran Consulting, Inc.</b></p> <hr/> <p>Kathleen Dolan Vice-President 3712 N. Broadway, #636 Chicago, IL 60613</p> <p>City Supplier Number: 0000031166</p>

[City Attorney's Document No.]

**Appendices:**

B: Calculation of Charges

**Appendix B  
Calculation of Charges**

<b>Firm</b>	<b>Prime or Subcontractor</b>	<b>Position</b>	<b>Hourly Rate</b>
Moran Consulting, Inc.	Prime	Senior Consultant/Strategy	\$325
Enrichment Training Resources	Subcontractor	Consultant/Facilitator	\$250
GT Global Performance LLC	Subcontractor	Consultant/Facilitator	\$250
HPI Consulting	Subcontractor	Consultant/Facilitator	\$250
Gloria Cotton	Subcontractor	Consultant/Facilitator	\$250
Donna J. Seal	Subcontractor	Consultant/Facilitator	\$250
CivicMakers, LLC	Subcontractor	Consultant/Facilitator	\$250
CivicMakers, LLC	Subcontractor	Consultant/Facilitator Support	\$175
Kelli Morrell	Subcontractor	Consultant	\$250
Madison O'Neill	Subcontractor	Consultant	\$250
Miner-Paine Solutions, LLC	Subcontractor	Consultant/Facilitator	\$250
Nicole Tracy	Subcontractor	Consultant Support	\$175
The Elkind Group	Subcontractor	Consultant/Facilitator	\$250
The Elkind Group	Subcontractor	Consultant/Facilitator Support	\$175
Theresa Feeley Consulting	Subcontractor	Consultant/Facilitator	\$250
Theresa Feeley Consulting	Subcontractor	Consultant/Facilitator Support	\$175
Dan Goldes	Subcontractor	Consultant/Facilitator	\$250
Dan Goldes	Subcontractor	Consultant/Facilitator Support	\$175
Jungle Communications, Inc.	Subcontractor	Consultant/Facilitator	\$250
Jungle Communications, Inc.	Subcontractor	Consultant/Facilitator Support	\$175
Opportu	Subcontractor	Executive Coaching	\$400
Opportu	Subcontractor	Consultant/Facilitator	\$250
Opportu	Subcontractor	Consultant/Facilitator Support	\$175
San Francisco SAFE, Inc. (Safety Awareness for Everyone)	Subcontractor	Consultant/Facilitator	\$250

<b>Firm</b>	<b>Prime or Subcontractor</b>	<b>Position</b>	<b>Hourly Rate</b>
San Francisco SAFE, Inc. (Safety Awareness for Everyone)	Subcontractor	Consultant/Facilitator Support	\$175
Skillaborate	Subcontractor	Executive Coaching	\$400
Two Rivers, Corp.	Subcontractor	Consultant/Facilitator	\$250
Two Rivers, Corp.	Subcontractor	Consultant/Facilitator Support	\$175
Steve Edwards	Subcontractor	Consultant/Facilitator	\$250
Anne Feise	Subcontractor	Consultant	\$250
Left Lane Advisors	Subcontractor	Executive Coaching	\$400
Left Lane Advisors	Subcontractor	Consultant/Facilitator	\$250
Gina McAndrews	Subcontractor	Consultant/Facilitator	\$250
Joe-Joe McManus	Subcontractor	Senior Development Consultant/ Facilitator/Assessment/Executive Coach	\$400
Premier Workforce Solutions	Subcontractor	Consultant/Facilitator	\$250

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Third Amendment  
Contract No. SFMTA-2018-39-B**

THIS AMENDMENT (Amendment) is made as of \_\_\_\_\_, in San Francisco, California, by and between **DTUI.com LLC** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- E. City and Contractor have entered into the Agreement (as defined below).
- F. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the Agreement until April 16, 2025.
- G. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on May 23, 2018, and this Amendment is consistent with the process.
- H. Approval for this Amendment was obtained when the Civil Service Commission approved Modification No. 1 to Contract No. 41347-17/18 on **November 7, 2023**.

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

**Article 5 Definitions**

The following definitions shall apply to this Amendment:

5.1 **Agreement.** The term “Agreement” shall mean the Agreement dated January 17, 2019, between Contractor and City, as amended by the:

First Amendment, dated November 24, 2021, and  
Second Amendment, dated January 10, 2023.

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

## **Article 6      Modifications to the Agreement**

The Agreement is modified as follows:

6.1      Article 2 (Term of the Agreement) of the Agreement is replaced in its entirety to read as follows:

**2.1**      The term of this Agreement shall commence on the later of: (i) January 17, 2019; or (ii) the Effective Date, and expire on April 16, 2025, unless earlier terminated as otherwise provided herein.

## **Article 7      Effective Date**

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

## **Article 8      Legal Effect**

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

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

<b>CITY</b>	<b>CONTRACTOR</b>
<b>San Francisco Municipal Transportation Agency</b>	<b>DTUL.com LLC</b>
_____ Jeffrey P. Tumlin Director of Transportation	_____ Billy Vaughn Senior Manager/Owner 350 Townsend Street, Suite 255 San Francisco, CA 94107
Authorized By:  Municipal Transportation Agency Board of Directors	City Supplier Number: <b>000028625</b>
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary to the Board	
Approved as to Form:  David Chiu City Attorney	
By: _____  David F. Innis Deputy City Attorney	

[City Attorney's Document No.]