

# **City and County of San Francisco**

## **Request for Proposal 86602**

### **Unarmed Security Guard Services For the Human Services Agency**

**Office of Contract Administration  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689**



Date issued:	<b>Friday, December 15, 2017</b>
Pre-proposal conference:	<b>Thursday, January 4, 2018, 2 p.m. 170 Otis Street, Born Auditorium</b>
Proposal due:	<b>Tuesday, January 30, 2018, 3 p.m.</b>

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Unarmed Security Guard Services for the Human Services Agency (HSA)

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# RFP 86602 - Unarmed Security Guard Services for HSA

## I. Introduction and Schedule

### A. General

The Office of Contract Administration (OCA) of the City and County of San Francisco with the San Francisco Human Services Agency (HSA) is requesting proposals from qualified organizations who have the ability to provide management oversight, standard and out-of-hours staffing, and equipment for unarmed security guard services as defined in this RFP.

The unarmed security guard services required for this contract include, but are not limited to, general safety, property protection, surveillance, and minimization of exposure to liability of HSA service sites and properties.

The RFP establishes minimum mandatory requirements and qualifications that proposers must meet in order to be eligible for consideration of award. Information to be included in a proposal is also specified in the RFP.

Any contract made as a result of this RFP shall have an original term of three (3) years and will become effective on the date that the contract is certified and funds are encumbered by the Controller. In addition, the City shall have one (1) option to extend the term for a period of two (2) years, for a total of five (5) years, subject to annual availability of funds, annual satisfactory contractor performance, and need. The City has sole, absolute discretion to exercise this option, and reserves the right to enter into contracts of a shorter duration.

Payment for all services provided in accordance with provisions under any resulting contract shall be contingent upon the availability of funds. The City shall not be required to provide any definite units of services nor does the City guarantee any minimum amount of funding for these services.

### B. Schedule

The anticipated schedule for this procurement is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued and posted by the City	<u>Friday, December 15, 2017</u>
Pre-proposal Conference	<u>Thursday, January 4, 2018 at 10 a.m.</u> <u>170 Otis Street, Born Auditorium, SF</u>
Site Visit	Friday, January 12, 2018 at 10 a.m. 1235 Mission Street , SF
Deadline for submission of written questions	<u>Tuesday, January 16, 2018 at 5 p.m.</u>
Proposals due	<u>Tuesday, January 30, 2018 at 3 p.m.</u>

**Dates and times subject to change**

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### **C. Contractors Unable to do Business with the City**

#### **1. Generally**

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

#### **2. Companies Headquartered in Certain States**

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

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## II. Scope of Work

The objective of the Scope of Work is to outline the requirements and general functional areas believed to be necessary to successfully perform this contract. The Scope of Work is to be used as a general guide and is not intended to be a complete list of all requirements or qualifications. Contractors should use the description when designing their proposals, but contractors may suggest modifications and/or additions that will, in their estimation, make the project more feasible or effective. For Submission Requirements and Evaluation and Selection Criteria, please refer to **Sections III and IV**, respectively.

- A. The City and County of San Francisco with the San Francisco Human Services Agency (has) is seeking a qualified organization(s) to provide unarmed security guard services for social service staff and vulnerable clientele. The proposal should include an hourly rate based on these requirements:

Agency	# of Sites	# of Guard Posts	Aggregate Hours Per year
HSA	17	66	130,832

The City reserves the right to adjust the hourly and site requirements as needed throughout the term of the contracts.

Please carefully review the required levels and types of service as described in Appendix A, Scope of Services, and the specified properties as listed in Appendix B, Sites to be certain that your firm is able to provide the service levels and types of services required for this contract.

- B. The organization shall be able to provide unarmed security services that include, but are not limited to, the following:
- Management – On- and off-site management as required to plan, schedule, supervise, and evaluate personnel deployments, and to serve as liaison to the City;
  - Staffing Levels – Maintain staffing levels needed to provide regularly scheduled, as-needed, and emergency response security services as requested;
  - Training – Training plans, programs, and records, for all employees, and as required;
  - Reports and Meetings – Written reports and meeting attendance as required;
  - Drug and Alcohol Testing Program and Policy;
  - Uniform and Equipment – Supply and maintain all uniform items and equipment for staff;
  - Post Orders;
  - Facility Station/Patrol Plans; and
  - Technical support and assistance as required.

Please refer to **Appendix A, Scope of Services**, for a more detailed description of the services requested.

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### III. Submission Requirements

#### A. Time and Place for Submission of Proposals

Proposals must be received by **3 p.m. Pacific Time (PT) on Tuesday, January 30, 2018**. Proposals must be submitted electronically via the City's PeopleSoft system located at the web at: <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>.

#### B. Format

For word processing documents, the Office of Contract Administration prefers that text be unjustified (i.e., with a ragged-right margin), use of a 12 point serif font (e.g., Times Roman, and not Arial), and page margins of at least 1" on all sides (excluding headers and footers).

Please include a Table of Contents.

Proposers shall address any questions regarding the RFP to the Office of Contract Administration's liaison named below. Proposers shall not contact any other executives, managers, or employees of the Office of Contract Administration and/or HSA without permission of the Office of Contract Administration liaison.

Hermilo Rodis, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
e-mail: [Hermilo.rodis@sfgov.org](mailto:Hermilo.rodis@sfgov.org)  
Fax: (415) 557-5679

Reference: RFP86602 - Unarmed Security Guard Services for HSA

Late submissions will not be considered. Each original proposal received will be screened to ensure that all content required by this RFP are included. Partial or complete omission of any required content may disqualify proposals from further consideration. Required content is described in the following **Section III.C., Content**.

#### C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. This is necessary so that all proposals can receive fair and equal evaluation. Information must be provided at a level of detail that enables effective evaluation and comparison between proposals by the Selection Committee. Failure to follow formatting, submission, or content requirements, may negatively impact your proposal's performance in the selection process.

##### 1. **RFP Cover Page – (use Appendix C)**

Submit the cover page signed by a person authorized by your organization to obligate the organization to perform the services and commitments contained in the proposal. Submission of this form will constitute a representation by the organization that the organization is willing and able to perform the commitments contained in the proposal.

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2. **Minimum Qualifications – up to 6 pages (excluding Attachments or References)**  
Proposers must provide a *Minimum Qualifications Narrative* describing in detail how the proposing organization meets each of the Minimum Qualifications. Any proposals failing to demonstrate these minimum qualifications will be considered non-responsive and will not be eligible for proposal review or contract award.

Submission components include:

- a) Statement of Experience
- b) References
- c) Private Patrol Operator’s License
- d) CMD Form

Please refer to **Section IV.A., Minimum Qualifications** for more details on submission requirements.

3. **Contracts (both public and private) –up to 4 pages (excluding attachments)**  
Proposers must list all engagements/contracts relevant to the Scope of this RFP (refer to **Appendix A**) which are current or have been completed within the last five (5) years.

The following information must be provided for each engagement/contract:

- a) client’s name;
- b) client’s address;
- c) name, title, and phone number of contact person;
- d) years of association with client and dates of service;
- e) brief description of service(s) provided;
- f) total contract amount;
- g) if conducted in association/partnership with another entity, please identify such entity, explain the extent of the collaboration, and attach MOUs; and
- h) disclosure of any failure or refusal to complete the project, or any litigation including Proposer, subcontractor, partner, or any principal officers thereof in connection with the engagement/contract.

**The Selection Committee may contact identified clients at any time during the selection process, and the City may contact identified clients at any time. Please refer to Appendix G.**

4. **Organizational Capacity –up to 8 pages (excluding resumes and job descriptions)**  
Description of your organization’s ability to deliver the services requested in this RFP.

Please be certain to address the following:

- a) Staffing Plan – Describe project team and staffing patterns needed to provide the proposed services, including support, supervisory, and management structure. Attach job descriptions and resumes of key program staff, clearly identifying which staff position they will occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City’s prior approval.
- b) Organizational Chart – Provide diagram that delineates structural lines of

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responsibility, accountability, and reporting. Highlight where the project team to be assigned to this contract fits into the organizational structure.

### 5. **Project Approach –up to 10 pages (excluding templates)**

Description of your organization’s specific program approach to deliver the services as proposed in this RFP.

Please be certain to address the following:

- a) List and explain the specific deliverables to be accomplished through the proposal.
- b) Explain how training plan/program provided meets industry compliance standards and demonstrates knowledge of, understanding of, and ideal strategy in meeting agency-specific needs.
- c) Detailed plan to facilitate DWPA transition requirements (Please refer to **Section VII.G** for more information.)
- d) Description of your organization’s quality assurance procedures and technological capacity, and how they will ensure high-quality project deliverables (be sure to address all applicable items listed in **Section II, Scope of Work** and **Appendix A, Scope of Services**).
- e) Provide sample reports or documents currently used by your firm, including but not limited to the following types: Daily Activity Reports, Emergency Reports, Timekeeping Reports, Timesheets, Sign-in sheets, Invoicing.

### 6. **Page Number Form – (use Appendix E)**

Each proposal package should contain a completed **Appendix E, Page Number Form**, which helps guide Selection Committee members to specific information in the proposal that addresses Selection Criteria.

### 7. **Certification of Headquarters in Accordance with Administrative Code Chapter 12X.**

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address \_\_\_\_\_ . I will notify the City if my company's headquarters moves.”



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### IV. Evaluation Process and Selection Criteria

#### A. Minimum Qualifications

The following outlines the minimum qualifications of organizations who wish to be considered for a contract award. Any proposal that does not demonstrate that the proposing organization meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for Selection Committee review or award consideration.

##### 1. Documented Experience

The proposer must have a minimum of five (5) years of experience in provision and management of unarmed security guard services, as a licensed Private Patrol Operator by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.

The proposer must have served at least one (1) customer account continuously and satisfactorily for a minimum of five (5) years.

The proposer must submit a Statement of Experience (as part of the Minimum Qualifications Narrative) for the primary organization and any proposed sub-contractor that includes the following:

- name of organization
- ownership type
- year established
- office locations\*
- number of employees
- description of organization's core business lines
- experience managing homeless encampments, providing security at homeless shelters, or at social services sites

*\*If there are too many locations to list within space constraints, a list of local offices is sufficient.*

The proposer must submit two (2) letters of local references (Bay Area) from recent clients [from within the last five (5) years] to help demonstrate these qualifications. Letters must address the following:

- What is the relationship between the reference and the proposer? What services were provided to the reference?
- Why is the proposer qualified to perform the requested services?

##### 2. Local Office Proximity

The proposer and, if applicable, subcontractor must have a local office located within a thirty (30) mile radius of San Francisco.

##### 3. Compliance with Industry Regulations and Certifications

The proposer must demonstrate the following:

- a) A valid State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services license. The proposer's license must not be currently under

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probation or suspension, and must continuously be in full force and effect prior to the contract award and, if awarded, throughout the duration of the contract. Failure to maintain this requirement shall be grounds for rescission of Notice of Intent to Award, or termination of the contract.

### **Please attach copies of Private Patrol Operator's License**

- b) All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 3:
- 1) CMD Non-Discrimination Affidavit,

The City reserves the right to reject any proposal if the documentation submitted by the proposer fails to satisfy the City or if the proposer is unable to supply the documentation required within the time period requested. The City also reserves the right to terminate a contract after certification if any documentation is later found to be misleading or if the proposer has misrepresented their qualifications and experience.

Any false, incomplete, or otherwise unresponsive statements in connection with a proposal or any documentation or other information supplied to the City by the proposer may be cause for rejection by the City of the proposal or disqualification of the proposer, at the City's sole discretion. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness shall be the prerogative of the City and its judgment is final.

## **B. Selection Criteria**

Proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas, or related service areas, as identified in this RFP.

### **1. Overall Evaluation Process**

The evaluation process will consist of the following allocation of points:

<b>Evaluation Phase</b>	<b>Percentage Allocation</b>
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	70
Price	30
<b>TOTAL</b>	<b>100</b>

### **2. Screening of Minimum Qualifications (Pass/Fail)**

Each proposal will be reviewed for initial determination on responsiveness and minimum qualifications referenced in Section IV.A. Minimum Qualifications of this RFP. Proposal will not be scored during the initial screening. The initial screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarification from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited to exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide the a proposer the opportunity to revise or modify its proposal. Only proposals that meet the minimum qualifications can proceed to the next evaluation phase.

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### 3. Written Proposal Evaluation (70 points)

Proposals that meet the minimum qualifications under the initial screening will move on to be evaluated by a selection committee comprised of parties with expertise in real estate and property management, contract management, and/or security services. The City will evaluate the proposals in accordance with the criteria itemized below. The evaluation of the proposals shall be within the sole judgment and discretion of the Selection Committee. Proposers may be required to submit additional information to clarify their proposal at any time during the evaluation process.

#### a) Organizational Capacity (35 points)

- i. Proposal demonstrates an appropriate and relevant history of experience and expertise of the organization necessary to manage and complete the tasks described in this RFP, based on the quality of the documented experience provided:
  - Statement of Experience/Minimum Qualifications Narrative (10 points)
  - List of relevant engagements and/or contracts performed by the organization over the last five (5) years. (10 points)
- ii. Proposal demonstrates sufficient organizational infrastructure and administrative capacity to meet deliverables, based on the quality of documentation as follows:
  - Organizational chart that clearly delineates structural lines of responsibility and supporting narrative that highlights a sufficient project team assigned to this contract (5 points)
  - Professional experience and education of key personnel (5 points)
- iii. Proposed staffing plan (e.g. work schedule, workload, staff availability, task allocation, management of staff) is sufficient (5 points)

#### b) Project Approach (35 points)

- i. Proposed training program meets industry compliance standards; and demonstrates knowledge of, understanding of, and ideal strategy in meeting agency-specific needs. (5 points)
- ii. Proposer demonstrates a clear and effective plan to facilitate DWPA transition requirements. (5 points)
- iii. Proposer demonstrates adequate technological capacity with respect to access control, communication, and record-keeping. (5 points)
- iv. Proposal demonstrates useful and effective quality assurance controls and procedures, with respect to the following contract deliverables and responsibilities:
  - Guard performance (i.e. recruitment/selection, conduct, evaluation, complaints, disciplinary action) (5 points)
  - Timekeeping (please provide templates) (5 points)
  - Reporting (please provide templates) (5 points)
  - Communication (internally among staff and externally with Funding Agency staff) (5 points)

### 4. Price Proposal (30 points)

- a) Price Proposals will be scored in this category based on the RFP Price Proposal (**Appendix D**) but will be evaluated by OCA staff and not the panel. The City intends to award this contract to the firm that it considers will provide the best overall program

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- services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request. The proposal with the lowest total cost Appendix D will receive the full number of points. All other proposals will be awarded a percentage of the points proportionately.
- b) Please use Appendix D. Price Proposal Sheet to provide a price proposal in a separate electronic folder that includes an hourly price.
  - c) Proposal prices are to be firm for the first year of the contract with the exception of an increase in the Prevailing Rate of Wage for Security Guard Services (see Appendix H. Additional Contract Requirements, Section 8. Prevailing rate of wages required).
  - d) Only the Proposal prices that appear on the City's Price Proposal Sheet (Appendix D) will be considered. No other pages with prices will be considered. Please fill out the document completely, as required.
  - e) Proposal price shall be inclusive of all costs chargeable to the City. Contractor will assume all costs including personnel salaries, transportation, vehicles, and bicycles, uniforms and equipment, and any other expense for the training of their employees. No charges to the City are to be made for training. All costs to the City shall be included in the prices entered on the Price Proposal Sheet (Appendix B). No extra hours worked will be paid unless it has been approved in advance by HSA.
  - f) Any proposal requiring receipt of contract award in less than 180 days will be unacceptable.
  - g) The proposer shall carefully review all requirements of the RFP (including the sample contract) prior to the preparation of its price proposal.
  - h) The City intends to award this contract to the highest ranked firm. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

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### **V. Pre-proposal Conference and Contract Award**

#### **A. Pre-Proposal Conference**

While not mandatory, attendance at the pre-proposal conference is strongly urged for all prospective proposers. The pre-proposal conference will be held on **Thursday, January 4, 2018 at 2 p.m.** at the following location:

**Human Services Agency  
Born Auditorium, 170 Otis Street  
San Francisco, CA 94103**

Proposers are urged to read this RFP prior to the conference. The conference will begin on time and company representatives are urged to arrive on time. Agenda items already covered will not be repeated for the benefit of late arrivals. A sign-in sheet will be available at the meeting. All attendees must sign in to document their attendance and to insure receipt of any notification of addenda or additional information regarding this RFP.

Representatives from the City's Office of Contract Administration, Contract Monitoring Division, Office of Labor Standards & Enforcement, and the Human Services Agency will be available to answer questions regarding the RFP.

Any requests for information concerning the RFP, whether submitted before or after the conference, must be in writing, and any substantive replies will be issued as written addenda. Questions raised at the conference may be answered orally, but any substantive new information provided in response to questions raised at the conference will be memorialized in written addenda. All questions or requests for clarification must be submitted in writing via email before 5 p.m. PT of the due date stated in Section I.B. to Hermilo Rodis at [Hermilo.rodis@sfgov.org](mailto:Hermilo.rodis@sfgov.org). Please reference "RFP 86602 - Unarmed Security Guard Services for HSA" in the subject field of the message.

Questions submitted after this date will receive no response.

Responses to questions asked at the pre-proposal conference and all addenda issued will be posted on the Office of Contract Administration's website at: <http://mission.sfgov.org/OCABidPublication/> under the category "Equipment, Supplies, and General Services (OCA)." As well as the Peoplesoft website at: <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT> under **Sourcing Event # 0000000412.**

#### **B. Site Visit**

A Site Visit is scheduled for this RFP on January 12, 2018. Prospective bidders should meet at 1235 Mission Street at 10 a.m. for a review of selected HSA properties. The site visit may take up to 2 hours.

#### **C. Contract Awards**

The Office of Contract Administration and the Human Services Agency will select a proposer with whom they shall commence contract negotiations. The City reserves the right to inspect a successful proposer's place of business prior to award or at any time during the

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contract term or any extension hereof, to aid the Purchaser in determining proposer's capabilities and qualifications. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

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### **VI. Terms and Conditions for Receipt of Proposals**

#### **A. 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 ten calendar days after the RFP is issued. Modifications and clarifications will be made by addenda as provided below.

#### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Hermilo Rodis, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Reference: RFP86602 - Unarmed Security Guard Services for HSA  
Email: Hermilo.rodis@sfgov.org  
Phone Number: (415) 557-5538  
Fax: (415) 557-5679

To ensure fair and equal access to information about this RFP, all inquiries must be submitted in writing via email no later than **5 p.m. PST on Tuesday, January 16, 2018**. Inquiries made orally (i.e. by phone) will receive no response. Proposers should be aware that all inquiries during the evaluation process may be subject to disclosure to all proposers.

#### **C. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, no later than **5 p.m. PT on Friday, January 5, 2018**, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### **D. Proposal Addenda**

The Office of Contract Administration may modify the RFP, prior to the proposal due date, by issuing Proposal Addenda, which will be posted on the website: <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>. The proposer shall be responsible for ensuring that its proposal reflects any and all Proposal Addenda issued by the Office of Contract Administration prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Proposal Addenda.

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If addenda are issued, proposers are responsible for addressing the contents of addenda as part of the proposal submission, if applicable. The City will assume no responsibility for any oral instructions or suggestions.

### **E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **F. 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 Office of Contract Administration may require a proposer to provide oral or written clarification of its proposal. The Office of Contract Administration reserves the right to make an award without further clarifications of proposals received.

### **G. Errors and Omissions in Proposal**

Failure by the Office of Contract Administration to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the contractor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

### **H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

### **I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.



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If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a contractor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

### **J. Sunshine Ordinance**

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

### **K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance

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with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

### **L. Reservations of Rights by the City**

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue 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; or
6. Determine that no project will be pursued.

### **M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

### **N. Local Business Enterprise Goals and Outreach**

Due to the mix of Federal, State, and local funding, LBE bid discounts will not be used in this RFP.

**VII. Contract Requirements**

**A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form of a Service Contract, attached hereto as **Appendix F**. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds, or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

**B. Nondiscrimination in Contracts and Benefits**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/12b-equal-benefits-program>

**C. Minimum Compensation Ordinance (MCO).For information only – City is bound by MCO ordinance to include in all contracts. (Prevailing Wage Rate applies to this contract, See Appendix H “Additional Contract Requirements”)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter.

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Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

### **E. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

### **F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

### **G. Transition Employment Requirements.** Please refer to Appendix H: Additional Contract Requirements Section 8C.

### **H. Prop J Approval**

This contract is subject to the requirements of City Charter Section 10.104-15. Approval by the Controller and the Board of Supervisors will be required for each year through the term of this contract. Should the controller determine that the requirements of city Charter Section 10.104-15 (that contractual services can be performed at a lower cost than if service were performed by City employees) have not been met, the City reserves the right to terminate this contract.

### **I. Fidelity Bond/Crime Insurance**

The successful proposer will be required to furnish a fidelity bond or crime insurance policy limit of no less than \$100,000 annually. The bond or insurance policy must be approved as to sufficiency and qualifications of the surety by the Controller. The bond or insurance policy must be renewed annually for multi-year contracts.

**VIII. Protest Procedures**

**A. Protest of Non-Responsiveness Determination**

Within five (5) business days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Contract Award**

Within five (5) business days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth calendar day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Hermilo Rodis, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Email: [Hermilo.rodis@sfgov.org](mailto:Hermilo.rodis@sfgov.org)

Please reference "RFP86602 - Unarmed Security Guard Services for HSA".

**IX. Standard Forms**

**A. How to become Eligible to Do Business with the City:**

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

**B. Mandatory Forms:**

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at <https://sfcitypartner.sfgov.org/> :

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

**C. Vendor Eligibility and Invoice Payment:**

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/> .



**D. Vendor Eligibility Forms:**

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
<a href="#">CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation</a> (Form CMD-12B-101)	This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

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	insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator’s <b>Contract Monitoring Division Equal Benefits</b> web page.	
<a href="#">Vendor Profile Application</a>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

**E. Supplemental Forms:**

<b>Form:</b>	<b>Required If:</b>
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful proposer to demonstrate proof of insurance.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City’s supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .

**Appendix A: Scope of Services**  
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## I. Definitions

For the purpose of this Scope of Services, the following terms shall have the following meanings:

**Agreement/Contract** - The contract to be negotiated and executed by the City and the successful proposer, which shall include this Request for Proposal, the Contractor's proposal, Post Orders, Staffing Plan, Facility Station Plan, Training Plan, and all other attachments and appendices to the RFP.

**As-Needed Security Guard Services** – Request by the Funding Agency for unarmed security services that are not a part of the regular schedule, or as set forth in the current monthly staffing plan.

**As-Needed Mobile Services** – Request by the Funding Agency for mobile services, in addition to regularly scheduled mobile services (generally supervisory-related) that are not a part of the regular schedule, or as set forth in the current monthly staffing plan.

**CAD** – Computer Aided Dispatch.

**CCTV** - Closed circuit television.

**City** – The City and County of San Francisco.

**Contractor** – Agency or Organization that will provide Services and receive funding.

**Daily Activity Report (DAR)** – A consolidated report of all events, situations, incidents, and/or illegal/suspicious activity that occurred on Funding Agency Properties during the previous 24 hours. If applicable, reports should include SFPD or SFFD CAD numbers.

**Days** – Calendar days, unless otherwise specified.

**Department Liaison Officer (DLO)** – A designated individual of a Funding Agency who has functional responsibility for all operational and contractual aspects of vendor performance. The DLO and his/her designees have the authority to handle emergency situations.

**Effective Date** - The effective date of the Agreement between the Contractor and City shall be the date on which the last required approval is received and all contract documents are executed.

**Emergency** - A sudden and/or unanticipated situation that results in harm or injury to Funding Agency staff, visitors, tenants, or property; or any other circumstances requiring immediate notification to Funding Agency and/or appropriate local authorities.

**Facility Station/Patrol Plan** – Plan showing how Guards will be stationed at and/or will patrol Funding Agency Properties to minimize trespassing, intrusion, theft, vandalism, exposure to liability, and any other threats.

**Funding Agency** – The Human Services Agency (HSA).

**Funding Agency Properties** - Sites listed in Appendix B, and any other real property in which HSA has a property interest or acquires such interest during the duration of this Agreement.

**Guard** – Trained, equipped, and qualified employees of Contractor assigned to security guard duties as required by this Contract.

**Guard Card** – An identification card that verifies that a person has completed the required classes and clearances to work as a security guard, as issued by the State of California, Department of Consumers Affairs, Bureau of Security and Investigative Services.

**Graffiti** - Any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, shelters, kiosks, signs, banners, billboards, and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" does not include any sign or banner that is authorized by, and in compliance with, the applicable requirements of the prevailing San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. et seq.)

**HSA** – Acting by and through the Human Services Agency's Executive Director or his/her designees.

**Records** – All documents created, received or maintained by Contractor in connection with performance under this Agreement, including, but not limited to, books, accounts, invoices, maintenance and service logs, database information, contracts, payroll information, and other documents, kept in either paper or (preferably) electronic format.

**Relief** – A Guard assigned to cover an authorized break, sick leave, or vacation of a Guard who is regularly assigned to the Site.

**Services** – The security guard services, guard supervisory services, and additional administrative support to be provided by Contractor in accordance with the requirements and specifications of this Agreement.

**SFFD** – San Francisco Fire Department

**SFPD** – San Francisco Police Department

**Site** – A property or facility to which Guards are assigned pursuant to this Agreement or which may be established during the term of this Agreement. Current Sites are listed in Appendix B of this RFP.

**Supervisor** - An employee of Contractor, whose primary job duties include training, oversight, supervision, scheduling, and managing assigned Guards on duty, certifying Guard time records, and collecting Guard Reports for each shift. Specific duties of Supervisors under this Agreement are further defined in Section VI.

**Unavoidable Delay** - A delay in Contractor's performance of its duties under the Agreement that Contractor demonstrates within ten (10) Days of the Funding Agency demand, that could not have been avoided by Contractor's exercise of due care, prudence, foresight, or diligence, and that arises directly from: an act of God; fire; flood; windstorm; tornado; earthquake; war; riot; insurrection; epidemic; quarantine restrictions; acts of terrorism; inability of Contractor to procure labor to the extent that such inability is not caused by disputes related to collective bargaining; inability of Contractor to procure material; accident; the prevention by the Funding Agency of Contractor from commencing any of its duties under the Agreement; inability of Contractor to obtain applicable permits and licenses from relevant governmental authorities; or failure of public utility service.

## II. Overview of Contractor's Responsibilities

Contractor agrees that the Services to be performed herein, including the locations and areas for which unarmed security, property protection, and surveillance are to be required, the hours during which Services are to be performed, and the number of qualified Guards and support services personnel to be furnished by the Contractor hereunder, shall be subject to the approval of the Funding Agency. The Contractor will provide Guards, supervision of Guards, and support services personnel for assignment to duties and locations as described in Appendix A, Scope of Services; Appendix B, Sites; and as designated by the Department Liaison Officer.

Contractor agrees that the regular schedules set forth in a staffing plan may be changed at any time, without any penalty to the Funding Agency, provided the Funding Agency gives at least ten (10) business days' notice of the change.

Contractor agrees to comply with the following State of California rules and regulations throughout the term of the contract and any extensions thereof:

- State of California Department of Consumer Affairs, Bureau of Security and Investigative Services, Business and Professions Code Private Security Services, Chapter 11.5, Private Security Services Act, Sections 7580 through 7588.
- State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services, Title 16, Division 7 of the California Code of Regulations, Section 643(b).  
[http://www.bsis.ca.gov/industries/g\\_train.shtml](http://www.bsis.ca.gov/industries/g_train.shtml)

### **III. Initial Contract Deliverables**

#### **A. Post Orders**

No later than ten (10) calendar days after the Effective Date, prior to commencement of any work, Contractor shall deliver to the Funding Agency draft comprehensive Post Orders for all designated Sites for the Funding Agency's review and approval. The Funding Agency shall review and return said Post Orders to Contractor with instructions for revisions.

In collaboration with the DLO, Contractor will prepare completed and approved Post Orders and submit them to the Funding Agency within five (5) calendar days of receipt of Funding Agency revisions. Final Post Orders approved by the Funding are incorporated by reference and shall become part of the Agreement as though fully set forth. Post Orders shall include, but are not limited to:

- General Safety Procedures
- Investigation, Incident, and Emergency Procedures
- Reporting Procedures
- Assigned Station Procedures
- Communication Procedures
- Dress and Grooming Standards
- Training Plans and Procedures
- Photographs and diagrams of each Site
- Facility Station/Patrol Plan
- Human Resources Policies, including, but not limited to, Hiring and Disciplinary Procedures, Professional Standards of Conduct, Cultural Competence and Sensitivity.

#### **B. List of Assigned Guards**

No later than ten (10) calendar days after the Effective Date, prior to commencement of any work, the Contractor must furnish the Funding Agency with a complete list of all Guards assigned, their assignments, guard cards, and a copy of their application for employment. Records of criminal convictions, driving history, parking citations, military service, education, and prior employment must be checked by Contractor prior to the assignment of any Guard.

#### **C. Supervisor Contact List**

No later than ten (10) calendar days after the Effective Date, prior to commencement of any work, Contractor shall provide the Funding Agency with a contact list with valid twenty-four (24) hour contact information (phone number, at minimum) for all Supervisors. The same employment Records and checks for Guards are applicable to Supervisors.

D. Draft Training Plan

No later than ten (10) calendar days after the Effective Date, prior to commencement of any work, the Contractor shall meet with the Funding Agency to develop and implement a written training program. For specific details, see Section VII, Training Requirements in the Scope of Services.

E. Drug and Alcohol Testing Policy

Contractor agrees to furnish to the Funding Agency a copy of its Drug and Alcohol Testing Policy, and if applicable, the name of its third party testing administrator, no later than ten (10) calendar days after the Effective Date, prior to commencement of any work.

F. Proposed Uniform Design

Contractor shall submit proposed Guard uniform designs to the Funding Agency for approval no later than ten (10) calendar days of the Effective Date, prior to commencement of any work. Please refer to Section XI, Guard Uniforms and Equipment, for basic requirements.

G. Report Templates

No later than ten (10) calendar days after the Effective Date, prior to commencement of any work, Contractor shall provide the Funding Agency with a Microsoft Word, Excel, (or other electronic format approved by the Funding Agency), template for all reports that are required by this Agreement (including, but not limited to Training Affidavits and Certificates, Monthly Status Reports, Guard Timesheets, Daily Activity Report (DAR), monthly invoicing and timekeeping reports.) The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

#### **IV. Personnel**

A. Contractor Responsible For Personnel

Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts and locations for which guard security services and support services are required to be provided by this Agreement. Guard Duties are summarized in Section V, General Guard Duties, and Guard staffing requirements are detailed in Appendix B, Sites. Support services staffing requirements are detailed in Section VI, Additional Staffing Requirements.

Contractor responsibilities for personnel include, but are not limited to, the following:

1. All Guards and support services personnel must be employees of the Contractor and/or of the approved subcontractor.

2. Hiring, onboarding, training, payment of wages, benefits, and taxes, uniforms, equipment, supervision, transportation costs, direction, and discharge of Guards and support services personnel shall be the responsibility of the Contractor.
3. Contractor shall not exceed a fifty percent (50%) turnover rate per fiscal year with respect to Guards assigned to Funding Agency's account.
4. Contractor shall comply with all required federal, state, and local employment laws and regulations.
5. Contractor is required to perform a criminal background check on all personnel every six (6) months at no expense to the City.
6. Contractor must keep accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, training, timesheets, payroll, and termination.
7. Contractor shall provide Relief for Guards who are on authorized breaks or leaves.
8. The Funding Agency reserves the right to direct Contractor to remove any personnel from its premises at any time it desires and for any reason.

B. Personnel Minimum Qualifications

Contractor shall review qualifications and perform background investigations on all security guards and support services personnel assigned to this contract, prior to their initial assignment. Should any personnel be found unqualified for the position to which they are assigned, they will be removed and replaced immediately by the Contractor at no additional cost to the City. Contractor shall maintain written documentation of criteria listed below of all personnel assigned to this contract, either electronically (preferable) or on file at the Contractor's place of business. Failure to do so, or to make records available upon request by the Funding Agency, may result in termination of the contract and all subsidiary contracts.

1. All personnel shall possess the following minimum skills and abilities:
  - a. Education: Possess a high school diploma or GED equivalent; must speak, read, write, understand English.
  - b. Knowledge/Skills: Use a word processor, computer terminal, and phone; construct and write clear and accurate reports; comprehend all written materials provided by the Funding Agency to personnel, including rules, procedures, regulations, guidelines, and instructions, and adhere to the standards set forth in such materials; think and act quickly and effectively in emergent situations.
2. All security guards shall possess the following minimum qualifications:
  - a. Minimum Age: Guards must be at least eighteen (18) years of age. This requirement may be waived for veterans of military service and with the written approval of the Funding Agency.
  - b. Experience: Guards assigned to work under this Contract must have a minimum of one (1) year of work experience demonstrating:
    - Ability to work with minimal supervision;

- Ability to deal tactfully and politely with the general public;
  - Ability to efficiently comply with verbal or written directives.
- c. **Drug Testing:** Guards must successfully pass a pre-employment drug screen examination prior to their assignment to this contract. Drug testing shall be arranged by the Contractor and at the Contractor's expense. The Funding Agency reserves the right to inspect drug examination results.
  - d. **Guard Card:** Guards must possess and physically carry, when on-duty, a license (commonly known as a "Guard Card") from the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services for Private Patrol Operators and Security Guards, Private Security Services Act.
  - e. **Training:** Guards must complete all state-mandated training requirements, as detailed in Section VII, Training Requirements. The Funding Agency may require proof of such qualifications at any time from the Contractor.
  - f. **Driver's License:** Guards must possess a valid Driver's License.
  - g. **Background checks and inquiries must be conducted in compliance with San Francisco Administrative Code Chapter 12T: Fair Chance Ordinance.**
3. All new guards assigned to this contract will be placed on a six (6) month probationary period, during which their skills and qualifications will be assessed periodically by the Account Manager and Security Liaison Officer.

C. Special Population Considerations

The Funding Agency serves clientele that are seeking social services from the City and County of San Francisco. Many of the guard posts are open to the public for access to programs such as, for example, Medi-Cal, CalWORKS, CalFresh/SNAP, and child care resources. Guards should be trained to deal with members of the public with special needs, health concerns, mental health issues, and other indigency-related issues.

D. Removal of Guards

The Funding Agency may direct Contractor to remove any Guard from performing Services under this Contract at any time it desires and for any reason. Contractor shall remove and replace the Guard immediately when requested by the Funding Agency.

The Funding Agency considers any condition which renders the Guard incapable of or unfit for performing their duties unacceptable. These include, but are not limited to: sleeping on duty, tardiness, abandoning post or assignment, theft, being under the influence of illegal drugs or alcohol, or having any detectible amount of illegal drugs in the bloodstream.

E. Reassignment, Augmentation, Reduction of Workforce

Within five (5) calendar days of the Funding Agency's request, Contractor shall reassign Guards. Such reassignment shall be at no cost to the Funding Agency.

Regardless of service increases or decreases to the number of Guards required to fulfill this Agreement, the Funding Agency's cost shall be based on the actual hours of security guard services provided by Guards at the billing rate set forth in this Agreement.

In addition, photocopies of valid Guard Cards for new employees shall be provided at least twenty four (24) hours prior to their start date at Funding Agency Sites. Photocopies of Guard Card renewals or proof of payment for renewals shall be provided to the Funding Agency quarterly.

## **V. General Guard Duties**

The Contractor shall provide and supervise Guards for all shifts and Sites for which Security Services are required by this Agreement or requested by the Funding Agency. All changes to operating procedures must be based on mutual written consent between the Department Liaison Officer and the Contractor. General Guard duties include, but are not limited to the following:

- A. Protect the safety of persons on Sites;
- B. Monitoring the Perimeter of Funding Agency Site properties;
- C. Deter theft, damage, and trespass on Funding Agency Sites;
- D. Report any unusual incidents or hazardous conditions;
- E. Report, maintain log, and follow-up on all security violations; if nature of the violation warrants emergency reporting, provide report of occurrence to the Funding Agency and/or appropriate authorities as quickly as possible;
- F. If applicable and if directed to do so, monitor security desk consoles (i.e.: access control, alarm systems, CCTV video monitors, DVRs, etc.);
- G. Monitor alarms; set and shut off per security best practices and standards, and as directed by the Funding Agency;
- H. Lock and unlock various gates, doors, and facilities when required;
- I. Respond to potential and actual emergencies;
- J. Be alert to fire or injury hazards;
- K. Be alert to careless or suspicious behavior;
- L. Implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods, and any other emergencies;
- M. Be responsible for all Site access tools (i.e.: keys and access badges) in their possession and shall account for the whereabouts of access tools at all times. Access tools shall not be loaned to anyone for any reason. If access tools are lost or stolen, Guards shall notify Contractor no later than the end of the shift during which access tools were lost or stolen, and Contractor shall notify the Funding Agency immediately upon receiving the Guard's report so that appropriate action can be taken to safeguard the premises. Contractor is responsible for the cost of replacement of lost, stolen, or damaged access tools;
- N. Be familiar with safety and security systems at assigned Site and enforce the rules and regulations accordingly;
- O. Be familiar with the Post Orders for assigned Site;



- P. Be polite, courteous, respectful, and responsive to any person authorized to be on the Site;
- Q. Provide copies of all documentation and reports daily for the designated Sites. Liaise and coordinate with incoming Guards, Supervisor, and/or Funding Agency staff, prior to going off duty;
- R. Other related duties as required by the Funding Agency and/or as requested by the Department Liaison Officer;
- S. Guards shall not be engaged in or conduct any personal business or business outside those described in this Contract at any time while assigned to perform Services, except during authorized breaks;
- T. Guards shall not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties, except during authorized breaks.
- U. Guards shall not use a title, insignia, or identification card, or make any statement with the intent to give an impression that he or she is connected in any way with the government, or political subdivision of the government.
- V. Good Neighbor Policies: Guards shall maintain a good relationship with the neighborhood including:
  - a. Working with neighbors, DPH and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
  - b. The supervisor or a representative will continue to attend all appropriate neighborhood meetings.
  - c. Ensure that guard supervisory staff is available to respond to neighbors 24 hours per day, seven days per week.
  - d. Work to minimize the impact on the neighborhood of shelter population waiting to enter the building.
  - e. Actively discourage loitering in the area surrounding the building.

## **VI. Additional Staffing Requirements**

Contractor shall provide adequate support services personnel and supervision of Guards at no additional cost to the City. During the term of the Agreement, the Funding Agency reserves the right to modify the parameters of “adequate staffing requirements.” All personnel assigned to this Contract must be mutually acceptable to the Contractor and Funding Agency; the Funding Agency reserves the right to remove and replace any personnel assigned to this Contract. Provision of roles and responsibilities should include, at the minimum, the following:

### **A. Account Manager**

Contractor shall provide a member of its management staff as an Account Manager to coordinate Services to be provided by this Agreement. The Account Manager shall be responsible for managing the Funding Agency’s account, and handling all administrative concerns including but not limited to: provision of invoices, Reports, Records, employee

certifications, organizational policies and procedures, and contract revisions. The Account Manager shall report directly to the Funding Agency's Department Liaison Officer, and shall have the authority to hire, fire, replace, or reassign Contractor's employees without prior approval of higher authority. The Account Manager must also be available to participate in meetings with the Funding Agency, and security audits and evaluations of Funding Agency sites, practices, and procedures when requested.

B. Administrative Support

Contractor shall provide all necessary administrative support to manage Contractor's employees. Administrative support includes, but is not limited to preparing reports, maintaining Records (paper and/or electronic), compiling statistics, preparing monthly invoices, and providing information as requested by the Funding Agency.

C. Central Communications Center

Contractor must provide a central point of contact that operates on a continuous basis, where continuous basis is defined as twenty four (24) hours a day, seven (7) days a week, including holidays, without interruption, until termination or expiration of the Agreement. The Central Communications Center shall field calls, remedy problems, and direct all service issues and requests from the Funding Agency to appropriate staff of the Contractor for resolution. Operationally, Contractor must establish a centralized dispatch and two-way radio communications network. The Central Communications Center must be able to establish communications between field staff and the Funding Agency within ten (10) minutes of initial Funding Agency contact.

D. Supervisors

The Contractor shall assign Supervisors responsible for overseeing the field activities of assigned Guards at no additional cost to the City. Every shift is to be assigned a Supervisor, and staffed at a minimum ratio of 10 Guards to 1 Supervisor. Every Site with five (5) or more Guards shall have a designated lead or supervisor. Every Site with four (4) or fewer Guards shall have a designated roving or mobile supervisor who can be on-site within ten (10) minutes.

Supervisor responsibilities shall include, but will not be limited to, the following:

1. Prior to the change of every shift, ensure the readiness of Guards to be posted, including staffing availability, proper uniform requirements, and proper equipment needed to carry out Guard duties and responsibilities;
2. Train new Guards and orient Guards to new posts and assignments;
3. Plan, assign, direct, and ensure proper execution of Guard assigned duties;
4. Be available at all times during shifts to respond to Funding Agency requests, including receiving and implementing orders or special instructions;
5. Communicate all changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations

to all on-duty personnel, including designated staff of the Funding Agency, and the Security Liaison Officer;

6. Maintain regular, accurate, and consistent attendance records;
7. Review all reports for accuracy and completeness;
8. Address complaints and resolve problems;
9. Conduct regular inspections to ensure Guards' compliance with assigned duties, Contractor policies, and Funding Agency policies.

E. Security Liaison Officer

The Contractor shall provide a member of its management staff as Security Liaison Officer to the Funding Agency. The Security Liaison Officer shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall have the authority to replace or reassign Contractor's employees without prior approval of higher authority. The Security Liaison Officer must first be approved by the Funding Agency prior to assignment, and shall report directly to the Funding Agency's Department Liaison Officer and his/her designees. This position will be responsible for meeting with the Funding Agency on a regular basis, acting as the main field liaison for the Department Liaison Officer and his/her designees, supervising all Field Services Supervisors, ensuring quality service delivery at all Funding Agency Sites, conducting client satisfaction surveys, and developing security solutions and enhancements.

## **VII. Training Requirements**

A. Draft Training Plan

No later than ten (10) calendar days after the Effective Date, prior to commencement of any work, the Contractor shall meet with the Funding Agency to develop written training plans and implement a training program. The Contractor shall provide a draft Training Plan no later than five (5) calendar days after the aforementioned meeting. Upon approval of the Training Plan, the Contractor must ensure that all Guards complete their training in compliance with state requirements.

Contractor shall develop and implement a Training Program consisting of, at the minimum, the following:

1. The date, time, location, curriculum, and designated instructor of each training session;
2. A resume for each instructor must be submitted at least seven (7) calendar days prior to the commencement of training;
3. Compliance with Cal/OSHA training requirements;
4. Compliance with mandatory state training timeline as listed below:

<b>Date of Completion</b>	<b>Training Hours Needed</b>
Prior to submission of an application for a security guard registration	8 hours (4 hours of Powers to Arrest/4 hours of Weapons of Mass Destruction/Terrorism Awareness Training )
Training Required within the First Thirty (30) Days after receipt of registration or date of hire.	16 Hours (8 hours mandatory courses/8 hours of elective courses from training syllabus)
Training Required within the First Six (6) Months after receipt of registration or date of hire.	16 Hours (8 hours mandatory courses/8 hours of elective courses from training syllabus)
<b>TOTAL HOURS</b>	<b>40 HOURS</b>
Annual Continuing Education after first year of licensure	<b>8 HOURS (annually)</b>

5. Compliance with mandatory state training components as summarized below, and as detailed in State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services, Title 16, Division 7 of the California Code of Regulations, Section 643(b):
  - a. Power to Arrest Course: This course consists of four (4) hours of training in both of the following two (2) subjects:
    - (1) Powers to Arrest
    - (2) Weapons of Mass Destruction (WMD) & Terrorism Awareness
  - b. Mandatory Courses: These four (4) hour courses cover the following four (4) categories of skills:
    - (1) Public Relations (Community & Customer)
    - (2) Observation and Documentation
    - (3) Communication and its Significance
    - (4) Liability/Legal Aspects
  
6. Provision of specialized training and appropriate certifications as follows:
  - a. CPR and First Aid: All guards must be certified in CPR, AED, and First Aid by an accredited training organization within the first six (6) months of service assignment. Records of certification must be kept current and furnished to the Funding Agency upon request.
  - b. Supervisory Core: All new supervisors must complete a minimum of eight (8) hours in supervision and management courses within six (6) months of service assignment.
  
7. Provision of at least sixteen (16) hours of annual continuing education and training in topics and concerns specific to funding agencies, of which include:
  - a. Funding Agency-Specific Post Orders
  - b. Laws, Codes, Regulations, and Ordinances specific to Post Assignments

- c. Preparation of Reports Specific to Funding Agencies
  - d. Safety and Evacuation Procedures
  - e. Universal Precautions for Infectious Disease Prevention
  - f. Handling Difficult People, Workplace Violence, and De-Escalation
  - g. Preserving the Incident Scene
  - h. Crowd Control
8. Provision of at least four (4) hours of on-site training by a supervisor before the start of regularly assigned duties.

The Funding Agency shall review and return the draft Training Plan to Contractor with any instructions for revisions. Contractor shall deliver the completed Training Plan to the Funding Agency for its approval prior to the commencement of training required by this Agreement. The final approved Training Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.

B. Proof of Training/Affidavits

Contractor shall keep accurate and up to date records of training attendance and certificates of completion, which must be made available for review by the Funding Agency at any time.

Falsified affidavits of training shall be grounds for immediate removal and replacement of a Guard. Contractor is responsible for verifying the truth and accuracy of each affidavit. Contractor agrees that failure to verify training affidavits is a material breach of the Agreement.

C. Ongoing Training

The Contractor must ensure that effective training is conducted annually and when a new Supervisor and/or Guard is hired. The Funding Agency reserves the right to test or to require testing of Guards' knowledge of the training curriculum required by this Agreement. Contractor shall provide proof of attendance for at least sixteen (16) hours of annual training with attendance sheets signed off by Guards participating in training, along with the date, time, duration and training subject matter. Proof of attendance shall be submitted quarterly to the Funding Agency.

D. Training Waivers

Contractor may request the training requirement to be waived for a particular Guard if Contractor submits adequate documentation to demonstrate that the Guard's skills already exceed the training requirements and the Funding Agency approves the waiver request. No waivers for Cal/OSHA or state-mandated annual training hours are allowed under this Agreement.

## VIII. Reports and Meetings

### A. Monthly Meetings

Contractor's Security Liaison Officer shall attend monthly status meetings with Funding Agency staff to discuss issues related to the Agreement including, but not limited to, performance, procedures, and personnel issues.

At least one (1) week prior to the monthly status meeting, the Account Manager and/or Security Liaison Officer shall provide a Status Report that summarizes the Contractor's performance status with respect to the subject matters listed above and any others that either party requests be included on the agenda for the monthly status meeting. The monthly time interval may be adjusted by Funding Agency staff as needed.

### B. Reports

#### ***General Report Requirements***

Whenever a written report is required under the Agreement, any such report must be written in English and submitted on an approved Microsoft Word or Excel template, or other electronic format approved by the Funding Agency, as set forth in this Agreement. Any changes to report content or formats requested by the Funding Agency shall be made at no cost to the Funding Agency. All written reports are to be submitted by the beginning of the next business day to the Department Liaison Officer or his/her designees. The Funding Agency will provide contact information at the time of the contract award.

#### 1. Daily Activity Report

Daily Activity Reports shall be prepared no later than the end of each and every Guard's shift. Included in the Daily Activity Report will be documentation of each and every Guard's activities during the shift, a description of any incidents, and a status such as "no incident", "all clear" or "further investigation and follow-up required," "suspect(s) cited/arrested." If applicable, the DAR must also include SFPD and SFFD CAD numbers and photographic evidence.

An incident is defined as an event or condition on or adjacent to Funding Agency Sites involving injury to persons or property, criminal activity, security breaches, departures from required procedures, suspicious activity, unauthorized persons on Funding Agency Properties, or any significant confrontations or altercations among or between Funding Agency employees, contractors (including Contractor's employees), or members of the public.

***Emergency Notification:*** Contractor must notify Funding Agency of any sudden and/or unanticipated situation that results in harm or injury to Funding Agency staff, visitors, tenants, or property; or any other circumstances requiring immediate

notification to Funding Agency or appropriate local authorities. If the situation is of a criminal nature, Contractor must notify SFPD and the Funding Agency immediately.

Guards shall include in their DAR any of the following circumstances:

- A Guard is required to intervene between any two or more persons, including other Guards (and other Contractor employees), members of the public, or Funding Agency staff;
- A Guard witnesses any crime or suspected crime, including assault;
- A Guard witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private property occurs;
- A Guard is required to give direction or an order to any person on a Site and they protest or express their unwillingness to comply
- A Guard discovers any unlocked doors or any activated alarms, false or otherwise
- A Guard discovers any breaches in security including, but not limited to, broken windows, broken doors or door locks, damaged or removed barriers, and any other condition that compromises the security of Funding Agency Properties.
- A Guard discovers any evidence of an area being used and/or occupied by unauthorized persons
- A Guard observes suspicious or unusual activities, intrusion alarm information, or Graffiti attacks.

## 2. Monthly Timekeeping Reports

Contractor shall provide a summarized timekeeping report monthly to support invoicing for Services. Timekeeping reports shall include summarization of the following, at minimum:

- Shift Logs
- Meal Breaks
- Absences
- Incidences of tardiness
- Relief
- Overtime logs (and required approvals for such Services)

Timekeeping reports and payroll information shall be submitted to the Funding Agency in conjunction with each monthly invoice, which is due within fifteen (15) days after the month of service. Ad hoc timekeeping reports may occasionally be required as part of the Monthly Status Report and Meeting.

## 3. Annual Summary Reports for Office of Contract Administration

Each year, ninety (90) days before each anniversary date of this Agreement, Contractor must furnish a report of the total services ordered under this Agreement during the

preceding twelve (12) months. The report must be in a format acceptable to the Office of Contract Administration and must list the following:

- All services awarded under this contract; and
- The total quantity and dollar value of each service ordered, including services for which there were no orders.

## **IX. Timekeeping and Hours of Service**

### **A. Timekeeping**

Contractor shall maintain accurate and verifiable electronic records of actual daily Guard assignments, functions, and Service hours in a standard and reportable manner.

Time records shall be signed by Guards at the beginning and end of each shift and include a standard description of assignments and meal breaks for each day broken down in actual increments. Time records shall be signed at the end of each shift by the shift Supervisor certifying the accuracy of the time record for that Guard.

All original time records and payroll records for an employee's time for which the Funding Agency is charged shall be maintained within one hundred (100) miles of San Francisco and shall be retrievable within twenty four (24) hours of the Funding Agency's request. Use of electronic records is required under this Agreement. Contractor shall make all timekeeping records and payroll records available for inspection, copying, or audit during the term of the Agreement and for no fewer than five (5) years after the end of the term of the Agreement.

### **B. Hours of Service**

#### **1. Estimated Hours of Service**

Based on historical trends, it is estimated that ~130,000 hours of regularly scheduled work hours will be required annually.

#### **2. Shift Schedule**

The Contractor shall provide Guards to fill all shifts listed in Appendix B, Sites. The Funding Agency reserves the right to change the times and locations of the shifts listed in Appendix B, Sites. Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified Guards to be furnished by the Contractor hereunder shall be subject to the approval of the Funding Agency. Contractor agrees that the regularly scheduled work hours and days of Services may be changed at any time, without any penalty to the Funding Agency, provided the Funding Agency gives ten (10) business days' notice of changes to Appendix B, Sites.



### 3. Holidays

Contractor shall provide Services on the following official City holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas
- Any additional official City holidays during the term of the Agreement

### 4. Special Events

The Contractor shall provide additional Services for miscellaneous special events that require Guard coverage. The Funding Agency will provide at least three (3) business days' notice of the time duration and approximate number of hours of Guard coverage needed for a Special Event.

### 5. As-Needed Security Guard Services

In addition to requested scheduled Services, Contractor shall provide As-Needed Security Guard Services when requested by the Funding Agency. As-Needed requests may require multiple Guards, depending on the size and nature of the situation. Contractor will provide sufficient staffing at Site(s) as requested no more than thirty (30) minutes after Funding Agency has submitted its request.

Based on historical trends, typical situations where guards are requested include, but are not limited to the following:

- Pop-up Shelters due to El Nino or inclement weather;
- Extended Building Hours due to additional tax assistance services.

### 6. 24-Hour Emergency Response Services

Contractor shall provide twenty-four (24) hour emergency response services, which are most often pertinent to triggered alarm systems. When Funding Agency requests Emergency Response Services (*i.e.*: Contractor is notified of a triggered alarm and/or a break-in), Contractor shall dispatch a Guard equipped with radio and cell phone to investigate the situation. Contractor shall respond and report that Guard is on the scene no more than ten (10) minutes after notification by Funding Agency. Contractor personnel are expected to investigate and advise Funding Agency of the situation.

## 7. Billable Hours and Overtime Rate

The hourly billing rate set forth in this Agreement will apply to all costs associated with security guard services provided by the Contractor, with the exception of overtime rate. The overtime rate is calculated and paid at a factor of 1.5 of the hourly billing rate set forth in this Agreement.

Overtime refers to a Guard's work that exceeds an eight (8) hour shift within a twenty four (24) hour period or a forty (40) hour workweek, as a result of As-Needed or Emergency Response Services requested by the Funding Agency.

All requests for overtime assignments must receive prior written approval from the Funding Agency. In rare circumstances, approvals may be waived if Contractor demonstrates in writing, within one (1) business day after the event, any condition that reasonably prevented Contractor's compliance with this requirement. Compensation for Services provided via overtime assignments or any other scheduling exceptions are contingent upon Funding Agency approval. If Funding Agency does not approve of an overtime assignment, Contractor is responsible for compensating employees in compliance with the Fair Labor Standards Act (FLSA).

## **X. Drug and Alcohol Testing**

### A. Required Tests

Contractor agrees to provide the following drug and alcohol testing requirements:

1. Pre-employment testing for:
  - a. Alcohol use, by means of a breathalyzer test;
  - b. Drug use (5 types: cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen.
2. Reasonable suspicion testing.

### B. Testing Program

The Contractor agrees to establish, implement, and execute a drug and alcohol testing program as approved by the Funding Agency that includes the following, at a minimum:

1. A policy explaining the various testing requirements, including procedures and consequences for those employees who test positive. The policy must be distributed to all of the Contractor's employees who provide Guard Services;
2. Training of all employees subject to the Drug and Alcohol Screening Policy. Supervisors who may make reasonable suspicion determinations need additional training on the indicators of probable drug use and alcohol misuse;
3. Referral of employees who test positive to a Substance Abuse Professional;
4. Record-keeping and reporting: retain records of drug and alcohol testing, and provide reports to Funding Agency if requested.

5. Obtaining information from previous employers on all applicants who apply for safety- sensitive positions.

The Funding Agency shall have the right to inspect or copy any records associated with drug or alcohol testing conducted pursuant to the extent allowed by law, including pass/fail results of all individual tests, within one (1) business day of written request. Failure to submit such documentation within the prescribed time period or failure to submit any other documentation relevant to the testing requirements as required by the Funding Agency shall be cause for withholding payments to Contractor until the requirements of this section are met.

C. Personnel to be Tested

One hundred percent (100%) of all Guards assigned to the Funding Agency shall be subject to required tests, as described in Section X.A. Contractor must provide written proof of testing of each Guard prior to assignment to this Contract.

## **XI. Guard Uniforms and Equipment**

A. Uniforms and Equipment to be Supplied and Maintained

Contractor must furnish and maintain all uniform and equipment items for all Guards provided to perform the Services required by this Agreement, including outdoor clothing appropriate for weather and seasonal flux and necessary safety clothing and equipment. All Guards must wear a complete uniform of the type required by this Section at all times while on duty. When reporting for duty, all Guards must generally present a professional image to the public (i.e.: shoes must be shined; all clothing items must fit well; uniforms must be clean and pressed.) The Contractor shall be responsible for all necessary cleaning, pressing, repairing, and replacing of all uniforms.

B. Uniform Design

All Guards shall wear the same color and style of uniform. Uniform design shall be a police/military-style uniform subject to approval by the Funding Agency. Any changes to uniform design or color required by the Funding Agency shall be made at no additional cost to the Funding Agency. Uniforms must be in the following colors or a combination of such colors that does not coincide with that of local law enforcement:

- Blue
- Grey
- White

Shoulder patches with Contractor identification and not larger than 4-1/2 inches by 4-1/2 inches shall be worn on the uniform's left shoulder. No other Contractor identification is to be worn or displayed on the uniform. A lettered breast badge displaying the Contractor's name shall also be worn.

C. Uniform Items

Contractor shall issue to or require all Guards to have a uniform, which must include, at a minimum, the following items:

- Shirts (long and short sleeves)
- Trousers
- Black Garrison style belt
- Jacket (cold weather use)
- Rain gear in bright yellow or orange with “Security” printed on back
- Name plate, in gold or silver (over left breast pocket with badge number, first name initial, and full last name) and Funding Agency-issued photo ID badge
- Keys with key holder
- Contractor’s insignia shoulder patch (on each shirt and jacket)
- Black shoes or boots, leather

*Optional items include:* cap, sweater, gloves (leather and lined), belt keepers

D. Equipment and Provisions

Contractor shall issue to or require all Guards to have the following items, at a minimum:

- Flashlight and batteries
- Flashlight holder, ring or snap style
- Whistle (thunder type) with chain attachment
- Two way radios and earpieces for all security guards and supervisors at each site where there are two or more officers on duty at the same time. Equipment to support each radio shall include batteries and battery chargers for all radios. In addition, a radio, earpiece, battery and charger shall be provided to the Funding Agency’s Department Liaison Officer. Radios are required to of an equal standard and quality or better as is currently in use (Kenwood, Model TK3360 with 16 channels) at all HSA sites.
- \*Automobiles and/or other motor vehicles as required to perform assigned duties, if applicable.

\*Motor vehicle(s) must be equipped, at a minimum, as follows during performance of assigned duties:

- Clearly marked, displaying “Security” signage on doors and rear hatch/trunk lid
- Fire extinguisher
- First aid kit
- One gallon of water
- Blanket
- Flashlight
- Road flares
- Jumper cables

## **XII. Materials to be Provided by Funding Agency**

The Funding Agency will provide the following items within fifteen (15) calendar days after the award of the Contract:

- Contact names and departments, with land line and cell phone numbers at the minimum. These names are to be used when Contractor needs to notify various individuals or departments about incidents, or to request information or assistance;
- Contact information for use when submitting Reports;
- Emergency fire or fire alarm procedures including floor plans with locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel and other life/safety systems;
- Emergency intrusion alarm procedures, closed circuit television monitors, alarms and other equipment required for monitoring and control of building access;
- Procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.

# RFP 86602 Unarmed Security Guard Services for HSA

## Appendix B

### Human Services Agency (HSA) Sites

	<b>Site</b>	<b>Operational Hours Needing Coverage</b>	<b>No. Guard Posts</b>	<b>Aggregate Hours/ Week</b>	<b>Aggregate Hours/ Year</b>
1	170 Otis	6:30 - 22:30	10	400	20,800
2	2 Gough	6:30 - 18:00	2	108	5,590
3	160 South Van Ness	7:00 - 17:00	1	45	2,340
4	1650 Mission	7:00 - 17:00	1	45	2,340
5	1235 Mission	6:00 - 20:30	21	790	41,080
6	39 Jones	7:00 - 17:00	2	90	4,680
7	617 Mission	8:00 - 17:00	3	90	4,680
8	1440 Harrison	6:00 - 17:00	6	240	12,480
9	3120 Mission	7:00 - 20:30	6	240	12,480
10	3127 Mission	8:00 - 17:00	1	40	2,080
11	1099 Sunnydale	8:00 - 18:30	2	80	4,160
12	Edgewood Child Protect. Ctr	24 hours	2	90	4,680
13	1800 Oakdale	7:30 - 18:30	2	80	4,160
14	3801 3rd St	7:00 - 20:30	3	76	3,926
15	1315 Evans	8:00 - 17:00	1	40	2,080
16	100 Whitney Young Cir	6:00 - 18:30	2	63	3,250
17	705 Natoma/165 8th St	7:30 - 16:30	1	40	2,080
<b>Totals for HSA</b>			<b>66</b>	<b>2556</b>	<b>132,886</b>

**RFP Cover Page: Unarmed Security Guard Services for HSA**

NAME OF ORGANIZATION(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE/FAX#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CONTACT: \_\_\_\_\_

FEDERAL EMPLOYER #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

I understand that the Office of Contract Administration (OCA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and commitments are valid for 120 calendar days from the proposal due date.

Signature of authorized representative(s):

Name: _____	Title: _____
Signature: _____	Date: _____
Name: _____	Title: _____
Signature: _____	Date: _____

For any questions, please contact:

Hermilo Rodis, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Email: [Hermilo.rodis@sfgov.org](mailto:Hermilo.rodis@sfgov.org)  
Tel. no.: (415) 557-5538  
Reference: RFP #86602, Unarmed Security Guard Services for HSA

**APPENDIX D**

**RFP 86602 Unarmed Security Guard Service for HAS**  
**PRICE PROPOSAL**

NAME OF ORGANIZATION: \_\_\_\_\_

	Description	Estimated Total Annual Hours	Rate Per Hour	Extended Price (Est Ttl Annual Hours X Rate Per Hour)
<b>Item 1:</b>	Unarmed guard, per shift, normal service. Straight time rate to include 24 hour basis, 7 days per week.	130,000	\$ -	\$ -

<b>Item 2:</b>	Overtime/Holiday Rate	2,000	\$ -	\$ -
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**GRAND TOTAL** \$ -

Each item from the table above will be summed to determine the total cost of the proposal. The proposal with the lowest cost will be awarded the full thirty (30) points. All other proposals will be awarded a percentage of the points based on the following formula:

$$\frac{\text{lowest submitted proposal}}{\text{proposer's cost proposal}} \times 30 \text{ Points} =$$



**RFP 86602 - Unarmed Security Guard Services for HSA  
Appendix E**

**RFP Page Number Form**

This form is to assist the Selection Committee in finding the information in the Proposal that corresponds to the selection criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

<b>Evaluation and Selection Criteria</b>	<b>Page Number(s)</b>
<b>Organizational Capacity (35 points)</b>	
Proposal demonstrates an appropriate and relevant history of experience and expertise of the organization necessary to manage and complete the tasks described in this RFP, based on the quality of the documented experience provided:	
1. Statement of Experience/Minimum Qualifications Narrative (10 points)	
2. List of relevant engagements and/or contracts performed by the organization over the last five (5) years. (10 points)	
Proposal demonstrates sufficient organizational infrastructure and administrative capacity to meet deliverables, based on the quality of documentation as follows:	
3. Organizational chart that clearly delineates structural lines of responsibility and supportive narrative that highlights a sufficient project team assigned to this contract (5 points)	
4. Professional experience and education of key personnel (5 points)	
5. Proposed staffing plan (e.g. work schedule, workload, staff availability, task allocation, management of staff) is sufficient (5 points)	
<b>Project Approach (35 points)</b>	
1. Proposed training program meets industry compliance standards; and demonstrates knowledge of, understanding of, and ideal strategy in meeting agency-specific needs. (5 points)	
2. Proposer demonstrates a clear and effective plan to facilitate DWPA transition requirements. (5 points)	
3. Proposer demonstrates adequate technological capacity with respect to access control, communication, and record-keeping. (5 points)	
4. Proposal demonstrates useful and effective quality assurance controls and procedures, with respect to the following contract deliverables and responsibilities:	
i. Guard performance (i.e. recruitment/selection, conduct, evaluation, complaints, disciplinary action) (5 points)	
ii. Timekeeping (please provide templates) (5 points)	
iii. Reporting (please provide templates) (5 points)	
iv. Communication (internally among staff and externally with Funding Agency staff) (5 points)	
<b>Cost Effectiveness (30 points)</b>	Appendix D

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

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

**[Insert name of contractor]**  
**[Insert agreement number (if applicable)]**

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco (“City”), State of California, by and between [name and address of Contractor] (“Contractor”) and City.

**Recitals**

WHEREAS, the [insert name of department] (“Department”) wishes to [insert short description of services required]; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) issued on 11/6/17], in which the City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this agreement; and

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

WHEREAS, approval of this agreement was obtained by the Board of Supervisors approved Proposition J- Resolution No. \_\_\_\_\_; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

1.1      "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2      "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and [insert name of department].”

1.3      "CMD" means the Contract Monitoring Division of the City.

1.4      "Contractor" or "Consultant" means [insert name and address of contractor].

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

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

## Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) [insert Contractor's start date]; or (ii) the Effective Date and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

2.2 The City has [number of options] options to renew the Agreement for a period of [one year or other time span] each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

## Article 3 Financial Matters

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

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

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

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the [insert title of department head], in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words – no pennies and no "00"]. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 ,” or in such alternate manner as the Parties have mutually agreed upon in writing.

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**3.3.5 Reserved. (LBE Payment and Utilization Tracking System) Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

**3.3.6 Grant Funded Contracts.**

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix [TBD], "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

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

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this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**3.6 Payment of Prevailing Wages**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement ("OLSE") and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

**3.6.3 Subcontract Requirements.** As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.



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3.6.4 **Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.

3.6.5 **Payroll Records.** As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 **Certified Payrolls.** Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 **Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (A) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage

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requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 **Remedies.** Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

#### Article 4 Services and Resources

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

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

#### 4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Contractor will not supply subcontractors



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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the

preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages (Not used)**

4.8 **Bonding Requirements.** (Not used)

#### Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

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

(b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence, \$4,000,000 aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

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

(d) The successful proposer will be required to furnish a fidelity bond or crime insurance policy limit of no less than \$100,000 annually. The bond or insurance policy must be approved as to sufficiency and qualifications of the surety by the Controller. The bond or insurance policy must be renewed annually for multi-year contracts.

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

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

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

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

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

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

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

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any

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and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.3 law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

5.3.1 **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

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

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

6.1 **Liability of City.** CITY’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, “PAYMENT,” OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor’s acts or omissions.



## Article 7 Payment of Taxes

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

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

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

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

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

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

## Article 8 Termination and Default

### 8.1 Termination for Convenience

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and

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City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

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

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed

overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

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

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

**8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	13.1	Nondisclosure of Private, Proprietary or Confidential Information
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with



respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue

Article 5	Insurance and Indemnity		11.8	Construction
6.1	Liability of City		11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages		11.10	Compliance with Laws
Article 7	Payment of Taxes		11.11	Severability
8.1.6	Payment Obligation		13.1	Nondisclosure of Private, Proprietary or Confidential Information

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

**Article 9 Rights In Deliverables**

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

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

**Article 10 Additional Requirements Incorporated by Reference**

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by

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reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/) .

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

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

**10.4 Reserved.**

**10.5 Nondiscrimination Requirements.**

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

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

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance).** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved.

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

10.13 **Working with Minors.** In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its

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subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, “Consideration of Criminal History in Hiring and Employment Decisions,” of this Agreement, this section shall control.

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

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

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

**10.15 Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

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



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

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

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

#### Article 11 General Provisions

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

To City: **[insert name of contractor, mailing address, and e-mail address]**

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

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

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

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

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. **[If the contract amount is \$50,000 or more then**

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add the following sentence:] Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

#### 11.6 Dispute Resolution Procedure.

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

11.14 **Order of Precedence.** Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

## **Article 12 Department Specific Terms**

12.1 **Reserved.**

## **Article 13 Data and Security**

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

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

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 **Reserved. (Payment Card Industry ("PCI") Requirements)**

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



**Article 14 MacBride And Signature**

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

SAMPLE

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

**CITY**

**CONTRACTOR**

Recommended by:

[company name]

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[name]  
[title]  
[department]

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[name of authorized representative]  
[title]  
[optional: address]  
[optional: city, state, ZIP]

Supplier ID number

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:

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[name of Deputy City Attorney]  
Deputy City Attorney

Approved:

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

**Appendices**

- A: Scope of Services
- B: Calculation of Charges

## **Appendix A Scope of Services**

### **1. Description of Services**

Contractor agrees to perform the following Services:

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

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

**3. Reports.** Contractor shall submit written reports as requested by the **[insert name of department]**. Format for the content of such reports shall be determined by the **[insert name of department]**. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

### **4. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the **[insert name of department]** will be **[insert name of contact person in the department]**..

## **Appendix B Calculation of Charges**

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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**Reference Sheet**

Release of Liability – For References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **Request For Proposal 86602 - Unarmed Security Guard Services for HSA** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

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Company Name

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Signature of Authorized Representative of Company

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Date

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Print Name and Title

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**Reference Sheet**

Proposer Name:

Reference #1:

Company Name				
Street Address		City	State	Zip
Person Familiar with Performance		Title		
Telephone Number		E-mail Address		
Dates of service performed		Date of last service performed		
Description of services performed: <i>(Please specify if you provided this client with conversion services for physical documents with confidential or sensitive information and/or fragile and delicate physical documents)</i>				

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**Reference Sheet**

Proposer Name:

Reference #2:

Company Name				
Street Address		City	State	Zip
Person Familiar with Performance		Title		
Telephone Number		E-mail Address		
Dates of service performed		Date of last service performed		
Description of services performed: <i>(Please specify if you provided this client with conversion services for physical documents with confidential or sensitive information and/or fragile and delicate physical documents)</i>				

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**Reference Sheet**

Proposer Name:

Reference #3:

Company Name				
Street Address		City	State	Zip
Person Familiar with Performance		Title		
Telephone Number		E-mail Address		
Dates of service performed		Date of last service performed		
Description of services performed: <i>(Please specify if you provided this client with conversion services for physical documents with confidential or sensitive information and/or fragile and delicate physical documents)</i>				



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**Reference Sheet**

Proposer Name:

Reference #4:

Company Name				
Street Address		City	State	Zip
Person Familiar with Performance		Title		
Telephone Number		E-mail Address		
Dates of service performed		Date of last service performed		
Description of services performed: <i>(Please specify if you provided this client with conversion services for physical documents with confidential or sensitive information and/or fragile and delicate physical documents)</i>				

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**Reference Sheet**

Proposer Name:

Reference #5:

Company Name			
Street Address	City	State	Zip
Person Familiar with Performance	Title		
Telephone Number	E-mail Address		
Dates of service performed	Date of last service performed		
<p>Description of services performed:  <i>(Please specify if you provided this client with conversion services for physical documents with confidential or sensitive information and/or fragile and delicate physical documents)</i></p>			

**RFP 86602 - Unarmed Security Guard Services for HSA**

**APPENDIX H  
Additional Contract Requirements**

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**1. Failure to Deliver.** If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this Contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**2. Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Contract without prior written permission of Purchasing.

**3. Resource Conservation.** Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

**4. Cooperative Agreement.** Contractor agrees \_\_\_\_\_ or does not agree \_\_\_\_\_ (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

**5. Reports by Contractor**

Each year, no later than February 15; Contractor shall submit a soft copy report of the total services ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

[OCAVendor.Reports@sfgov.org](mailto:OCAVendor.Reports@sfgov.org)

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and "Annual Vendor Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting  
Re: Agreement No. **86602**  
City and County of San Francisco  
Office of Contract Administration – Purchasing  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**RFP 86602 - Unarmed Security Guard Services for HSA**

**APPENDIX H  
Additional Contract Requirements**

**6. Emergency – Priority 1 Service.** In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

**7. Price Adjustment**

A. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser, with the exception of an increase in the Prevailing Wage Rate for Security Guard Services. Requests for price increases must be made in writing at least thirty (30) days prior to the anniversary date of the contract. Requests made after that time will not be considered. Requests must demonstrate to the satisfaction of the City that a price increase is warranted. It shall be the Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Price increase requests will not be granted retroactively for past years in which the Contractor failed to request price increase(s).

B. Allowable Price Adjustments:

a. **Changes in City’s Prevailing Rate of Wage for Security Guard Services (PW)**

Such adjustment shall be equal to the change (increase or decrease) in the City’s Prevailing Rate of Wage for Security Guard Services from the PW rate on the proposal due date to an effective date of a subsequent change in the PW rate. Such adjustment shall be applied to the portion of the contract price(s) *up to* the amount of the PW rate at proposal due date. Requests for price increases must be made in writing at least thirty (30) days prior to effective date of proposed adjustment. It shall be Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to previous and current PW rates. Price increase requests will not be granted retroactively for past years in which the Contractor failed to request price increase(s).

Example a: Price Adjustment based on Change in City’s PW rate and assuming an increase would be \$0.75 per hour.

<b>Contractor’s Proposal Price</b>	<b>PW Rate on Proposal Due Date</b>	<b>Updated PW Rate</b>	<b>Change in PW Rates</b>	<b>TOTAL Adjusted Price</b>
<b>\$30</b>	<b>\$22.84</b>	<b>\$23.59</b>	<b>\$0.75</b>	<b>\$30.75 +payroll ?</b>

**RFP 86602 - Unarmed Security Guard Services for HSA**

**APPENDIX H  
Additional Contract Requirements**

$$(Updated\ PW\ Rate) - (PW\ Rate\ on\ Proposal\ Due\ Date) = Change\ in\ PW\ Rates$$

$$\$23.59 - \$22.84 = \$0.75$$

$$(Difference\ in\ PW\ Rates) + (Proposal\ Price) = Total\ Adjusted\ Price$$

$$\$0.75 + 30.00 = \underline{\$30.75\ Total\ Adjusted\ Price}$$

**b. Changes in City’s Prevailing Rate of Wage for Security Guard Services (PW) + Changes in the Consumer Price Index (CPI)**

Such adjustment shall be equal to the sum of:

- i. Change (increase or decrease) in the City’s PW rate from the proposal due date to the yearly anniversary date of the contract. Such adjustment shall be applied to the portion of the contract price(s) *up to* the amount of the PW rate at proposal due date. It shall be Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to previous and current PW rates. Price increase requests will not be granted retroactively for past years in which the Contractor failed to request price increase(s).
- ii. Percentage change (increase or decrease) of the **Consumer Price Index for All Urban Consumers (San Francisco-Oakland-San Jose CPI-U)** from the proposal due date to the yearly anniversary date of the contract. Such adjustment, equal to the percentage change (increase or decrease) of the CPI index, shall be applied to the contract price(s) *less* the amount of the MCO rate at proposal due date. It shall be Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to, changes in the applicable Consumer Price Index. Consumer Price Index for All Urban Consumers (San Francisco-Oakland-San Jose CPI-U) data is published by the U.S. Department of Labor, Bureau of Labor Statistics:

Series ID: CUURA422SA0 Not Seasonally Adjusted  
 Area: San Francisco-Oakland-San Jose, CA  
 Base Date: 1982-84=100  
 Website: <https://www.bls.gov/data/>

**Example. c: Price Adjustment based on Increase in City’s PW rate + Change in Consumer Price Index for All Urban Consumers (San Francisco-Oakland-San Jose CPI-U)**

<b>Contractor’s Proposal Price</b>	<b>PW Rate at 12 Months</b>	<b>Adjusted Price (CPI Portion)</b>	<b>Total Adjusted Price</b>
<b>\$30.00</b>	<b>\$22.84</b>	<b>\$0.75</b>	<b>\$30.75</b>

$$(Contractor’s\ Proposal\ Price) + [(Adjusted\ Price\ (CPI\ Portion))] = Total\ Adjusted\ Price$$

$$\$30.00 + \$.75 = \underline{\$30.75\ Total\ Adjusted\ Price}$$

**APPENDIX H  
Additional Contract Requirements**

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**8. Prevailing Wage.** Prevailing rate of wages required (for Motor Bus Service Contracts, for Janitorial Services, for Workers in Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles, for Theatrical Workers, for Workers Engaged in Hauling of Solid Waste Generated by the City in the Course of City Operations, for Moving Services, for Trade Show and Special Event Work, for Broadcast Services, for Loading, Unloading, and Driving of Commercial Vehicles, and for Security Guard Services.)

**A. Administrative Code 21C.** All defined terms herein may be located in Administrative Code Section 21C generally, and Administrative Code 21C.7 in more detail for the services described in this Section, Administrative Code 21C.

**B. Prevailing Wage Requirement.** Every agreement between the City and a Contractor for the following services: "Motor Bus Services" as defined in Administrative Code Section 21C.1, subject to the provisions of Section Administrative Code 21C.1; "Janitorial Services" as defined in Section Administrative Code 21C.2; "Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles" as defined in Administrative Code Section 21C.3; "Theatrical Services" as defined in Administrative Code Section 21C.4; "Solid Waste Generated By The City In Course of City Operations" as defined in Administrative Code Section 21C.5; "Moving Services" as defined in Administrative Code Section 21C.6; "Trade Show and Special Event Work" as defined in Administrative Code Section 21C.8; "Broadcast Services" as defined in Administrative Code Section 21C.9; "Loading, Unloading, and Driving of Commercial Vehicles" under Administrative Code Section 21C.10; and "Security Guard Services" as defined in Administrative Code Section 21C.11 requires that any individual performing services thereunder be paid not less than the Prevailing Rate of Wages. CONTRACTOR agrees to comply with, and to require Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

The Wage Rate for Private Employment on Public Contracts is determined by the San Francisco Board of Supervisors. The latest prevailing wage rate can be found from are available on the website <http://sfgov.org/olse/prevailing-wage> (Please scroll down to the bottom of the webpage)

**C. Transition Employment Requirements.** The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor or Subcontractor under a Covered Contract. Turnover of experienced workers resulting from a change in the City's Contractor jeopardizes the quality, efficiency, and cost-effectiveness of service provided to the City under the successor Contract. The Contractor and Subcontractor agree to the following:

(1) Where the Contracting Officer has given notice that a Covered Contract will be bid, or where a Contractor has given notice of termination, upon giving or receiving such notice, as the case may be, the Contractor ("ending Contractor") shall, within ten days thereafter, provide to the Contracting Officer and the Purchaser, for each Employee who worked at least 15 hours per week for the ending Contractor, the name, date of hire, number of hours and months worked in total for the employer, wage rate, and employment occupation classification. This provision shall also apply to the subcontractors of the ending Contractor. Where a Subcontractor has been terminated prior to the termination or ending of the Contract, the Subcontractor shall for the purposes of this Section be deemed an ending Contractor.

## RFP 86602 - Unarmed Security Guard Services for HSA

### APPENDIX H Additional Contract Requirements

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All requests for bids for Covered Contracts shall include the information listed above for Employees and shall notify prospective bidders about the Transition Employment requirements of this Section.

(2) A successor Contractor shall retain, for a six-month transition employment period, Employees who have worked at least 15 hours per week and have been employed by the ending Contractor or its Subcontractors, if any, for the preceding twelve months under the Covered Contract, providing that just cause does not exist to terminate such Employee. The ending Contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor within job classification and shall be paid the Prevailing Rate of Wages to which they were entitled when employed by the ending Contractor. This requirement shall be stated by the City in all initial bid packages involving a Covered Contract.

(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the ending Contractor (and Subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such six-month period the successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees.

(5) During the six-month period, the successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Subsection. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the ending Contractor or Subcontractor that contributed to any decision to terminate the Contract or Subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of the six-month period, a successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Subsection. If the Employee's performance during such six-month period is satisfactory, the successor Contractor (or Subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or Subcontractor) or as required by law.

(7) All Covered Contracts subject to this Section shall include a provision in which the Contractor agrees to require any Subcontractor to comply with the obligation imposed by this Subsection (d).

(8) Successor's Prior Employees. Notwithstanding the provisions of this Subsection (d), a successor Contractor or Subcontractor may replace an Employee otherwise entitled to be retained with a person employed by the Contractor or Subcontractor continuously for twelve months prior to the commencement of the successor Contract or Subcontract in a capacity similar to that proposed under the successor Contract or Subcontract. This provision shall apply only where the existing Employee of the successor Contractor or Subcontractor would otherwise be laid off work as a result of the award of the successor Contract.

**APPENDIX H**  
**Additional Contract Requirements**

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(9) The retention requirements of this Subsection (d) shall not apply where there is no successor Contractor or Subcontractor. For example, where a Contract is for services over a single day, week, or month for a discrete nonrepeating event there is no successor and the retention requirements described herein are inapplicable.

(10) For the purposes of this Subsection (d) on Transition Employment Requirements only, the term "Employee" shall include any person who performs work under a Covered Contract but shall not include an individual who serves in a managerial, supervisory, or confidential capacity, including those individuals who would be defined as such under the Fair Labor Standards Act.

**D. Requirement of Employer-Employee Relationship.** The City's proprietary interest is such that employment of Employees in an Employer-Employee relationship shall be required for all work done under any Covered Contract. The Contractor (and Subcontractors, if any) will perform the services in this agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

**9. Insurance**

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence, and \$4,000,000 in the aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

1.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in



**APPENDIX H  
Additional Contract Requirements**

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coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

- 1.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 1.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 1.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- 1.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- 1.1.8 The Workers' Compensation policy (ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- 1.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

# RFP 86602 - Unarmed Security Guard Services for HSA

## Addendum 1, Attachment A

### Information of Security Personnel on Current Contract

HSA Guard	Wage Rate	Seniority Date	HPW	Health Care Participation Rate	Site	Title
1	\$ 16.50	8/30/13	40	Employee Only	170 Otis	Security Professional
2	\$ 17.85	9/2/08	40	Employee Only	170 Otis	Security Professional
3	\$ 17.50	8/21/14	40	Employee Only	170 Otis	Security Professional
4	\$ 16.60	6/15/15	40	Employee Only	170 Otis	Security Professional
5	\$ 17.60	6/1/06	40	Employee Only	170 Otis	Security Professional
6	\$ 17.60	4/30/12	40	n/a	170 Otis	Security Professional
7	\$ 22.60	3/1/05	42.5	Employee Only	170 Otis	Site Supervisor
8	\$ 16.60	7/25/14	40	Employee Only	170 Otis	Security Professional
9	\$ 16.50	8/1/11	40	Employee Only	170 Otis	Security Professional
10	\$ 16.60	7/7/17	52.5	n/a	2 Gough	Security Professional
11	\$ 18.60	6/23/15	52.5	Employee Only	2 Gough	Security Professional
12	\$ 18.60	5/5/15	45	Employee Only	160 S. Van Ness	Security Professional
13	\$ 19.05	2/22/07	40	Employee Only	1650 Mission	Security Professional
14	\$ 17.85	7/1/04	40	Employee Only	1235 Mission	Security Professional
15	\$ 16.60	1/9/15	40	n/a	1235 Mission	Security Professional
16	\$ 17.85	7/1/04	40	Employee Only	1235 Mission	Security Professional
17	\$ 19.10	12/31/92	40	Employee Only	1235 Mission	Shift Supervisor
18	\$ 16.00	9/1/17	40	n/a	1235 Mission	Security Professional
19	\$ 16.85	2/6/17	40	n/a	1235 Mission	Security Professional
20	\$ 17.15	1/15/15	40	Employee Only	1235 Mission	Security Professional
21	\$ 17.10	12/6/07	8	n/a	1235 Mission	Security Professional
22	\$ 16.60	8/27/15	40	n/a	1235 Mission	Security Professional
23	\$ 17.60	11/23/16	40	n/a	1235 Mission	Security Professional
24	\$ 18.35	9/1/08	40	Family	1235 Mission	Security Professional
25	\$ 18.00	9/22/17	32	n/a	1235 Mission	Security Professional
26	\$ 16.60	4/18/12	40	Employee + one	1235 Mission	Security Professional
27	\$ 16.60	7/17/17	40	n/a	1235 Mission	Security Professional
28	\$ 17.00	4/14/16	40	n/a	1235 Mission	Security Professional
29	\$ 17.85	9/1/08	40	Employee + one	1235 Mission	Security Professional
30	\$ 20.60	9/1/08	40	Employee Only	1235 Mission	Site Supervisor
31	\$ 16.00	9/19/17	40	n/a	1235 Mission	Security Professional
32	\$ 16.60	9/23/10	40	n/a	1235 Mission	Security Professional
33	\$ 16.60	8/2/16	40	n/a	1235 Mission	Security Professional
34	\$ 16.60	9/12/08	40	Employee Only	1235 Mission	Security Professional

## RFP 86602 - Unarmed Security Guard Services for HSA

### Addendum 1, Attachment A

#### Information of Security Personnel on Current Contract

HSA Guard	Wage Rate	Seniority Date	HPW	Health Care Participation Rate	Site	Title
35	\$ 17.85	2/1/07	40	Employee Only	1235 Mission	Security Professional
36	\$ 17.10	10/11/08	40	Employee + one	1315 Evans	Security Professional
37	\$ 19.85	9/1/08	45	Employee Only	39 Jones	Security Professional
38	\$ 16.60	1/28/15	45	n/a	39 Jones	Security Professional
39	\$ 16.00	9/1/17	10	n/a	617 Mission	Security Professional
40	\$ 17.85	8/29/08	40	Employee Only	617 Mission	Security Professional
41	\$ 20.90	2/28/11	40	Employee Only	617 Mission	Security Professional
42	\$ 17.85	12/30/04	40	n/a	1440 Harrison	Security Professional
43	\$ 17.50	2/11/00	40	Employee Only	1440 Harrison	Security Professional
44	\$ 19.60	6/22/10	40	Employee + one	1440 Harrison	Site Supervisor
45	\$ 18.95	10/28/00	40	Employee Only	1440 Harrison	Security Professional
46	\$ 16.60	12/28/15	40	Employee Only	1440 Harrison	Security Professional
47	\$ 17.85	4/5/05	40	Employee + one	3120 Mission	Security Professional
48	\$ 18.00	5/21/13	40	Employee Only	3120 Mission	Security Professional
49	\$ 17.85	9/1/08	40	Employee Only	3120 Mission	Security Professional
50	\$ 20.25	11/24/98	40	Employee + one	3120 Mission	Security Professional
51	\$ 20.85	9/2/08	40	Employee Only	3120 Mission	Site Supervisor
52	\$ 16.60	6/4/14	40	Employee Only	3120 Mission	Security Professional
53	\$ 17.85	9/2/08	40	Employee Only	3127 Mission	Security Professional
54	\$ 16.60	7/14/15	40	n/a	1099 Sunnydale	Security Professional
55	\$ 17.25	7/24/08	40	n/a	1099 Sunnydale	Security Professional
56	\$ 17.15	6/18/15	30	Employee Only	2681 28th Ave	Security Professional
57	\$ 16.85	8/4/15	32	Employee Only	2681 28th Ave	Security Professional
58	\$ 17.15	6/17/15	40	Employee Only	2681 28th ave	Security Professional
59	\$ 18.85	9/2/08	40	Employee Only	1800 Oakdale	Security Professional
60	\$ 17.90	9/21/16	40	Employee Only	1800 Oakdale	Security Professional
61	\$ 18.00	10/18/17	20	n/a	3801 3rd st	Security Professional
62	\$ 16.60	7/5/14	40	Employee Only	3801 3rd st	Security Professional
63	\$ 17.60	8/26/17	40	n/a	1440 Harrison	Security Professional
64	\$ 18.25	3/14/97	40	Employee + one	100 Whitney Young	Security Professional
65	\$ 16.75	8/19/13	40	Employee Only	100 Whitney Young	Security Professional
66	\$ 17.60	5/10/16	40	Employee Only	705 Natoma	Security Professional

**RFP 86602**  
**Unarmed Security Guard Services for HSA**  
**Addendum No. 2**  
**Attachment A**  
**January 18, 2018**

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**Corrections and changes to RFP 86602:**

1. In Section III.C.5.c). the term “DWPA” is hereby replaced with “TER”.
2. In Section IV.B.3.b).ii. the term “DWPA” is hereby replaced with “TER”.
3. In Section VIII.B. On the 4<sup>th</sup> line, “calendar days” is hereby replaced with “business days”.
4. In Appendix H: Additional Contract Requirement, Section 8 in its entirety is hereby replaced with the following language:

**8. Prevailing Wage.** Prevailing rate of wages required (for Motor Bus Service Contracts, for Janitorial Services, for Workers in Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles, for Theatrical Workers, for Workers Engaged in Hauling of Solid Waste Generated by the City in the Course of City Operations, for Moving Services, for Trade Show and Special Event Work, for Broadcast Services, for Loading, Unloading, and Driving of Commercial Vehicles, and for Security Guard Services.)

**A. Administrative Code 21C.** All defined terms herein may be located in Administrative Code Section 21C generally, and Administrative Code 21C.7 in more detail for the services described in this Section, Administrative Code 21C.

**B. Prevailing Wage Requirement.** Every agreement between the City and a Contractor for the following services: "Motor Bus Services" as defined in Administrative Code Section 21C.1, subject to the provisions of Section Administrative Code 21C.1; "Janitorial Services" as defined in Section Administrative Code 21C.2; "Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles" as defined in Administrative Code Section 21C.3; "Theatrical Services" as defined in Administrative Code Section 21C.4; "Solid Waste Generated By The City In Course of City Operations" as defined in Administrative Code Section 21C.5; "Moving Services" as defined in Administrative Code Section 21C.6; "Trade Show and Special Event Work" as defined in Administrative Code Section 21C.8; "Broadcast Services" as defined in Administrative Code Section 21C.9; "Loading, Unloading, and Driving of Commercial Vehicles" under Administrative Code Section 21C.10; and "Security Guard Services" as defined in Administrative Code Section 21C.11 requires that any individual performing services thereunder be paid not less than the Prevailing Rate of Wages. CONTRACTOR agrees to comply with, and to require Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

The Wage Rate for Private Employment on Public Contracts is determined by the San Francisco Board of Supervisors. The latest prevailing wage rate can be found from are available on the website <http://sfgov.org/olse/prevailing-wage> (Please scroll down to the bottom of the webpage)

**C. Transition Employment Requirements.** The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor or Subcontractor under a Covered Contract. Turnover of experienced workers resulting from a change in the City's Contractor jeopardizes the quality, efficiency, and cost-effectiveness of service provided to the City under the successor Contract. The Contractor and Subcontractor agree to the following:

**RFP 86602**  
**Unarmed Security Guard Services for HSA**  
**Addendum No. 2**  
**Attachment A**  
**January 18, 2018**

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(1) Where the Contracting Officer has given notice that a Covered Contract will be bid, or where a Contractor has given notice of termination, upon giving or receiving such notice, as the case may be, the Contractor ("ending Contractor") shall, within ten days thereafter, provide to the Contracting Officer and the Purchaser, for each Employee who worked at least 15 hours per week for the ending Contractor, the name, date of hire, number of hours and months worked in total for the employer, wage rate, and employment occupation classification. This provision shall also apply to the subcontractors of the ending Contractor. Where a Subcontractor has been terminated prior to the termination or ending of the Contract, the Subcontractor shall for the purposes of this Section be deemed an ending Contractor.

All requests for bids for Covered Contracts shall include the information listed above for Employees and shall notify prospective bidders about the Transition Employment requirements of this Section.

(2) A successor Contractor shall retain, for a six-month transition employment period, Employees who have worked at least 15 hours per week and have been employed by the ending Contractor or its Subcontractors, if any, for the preceding twelve months under the Covered Contract, providing that just cause does not exist to terminate such Employee. The ending Contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor within job classification and shall be paid the Prevailing Rate of Wages to which they were entitled when employed by the ending Contractor. This requirement shall be stated by the City in all initial bid packages involving a Covered Contract.

(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the ending Contractor (and Subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such six-month period the successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees.

(5) During the six-month period, the successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Subsection. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the ending Contractor or Subcontractor that contributed to any decision to terminate the Contract or Subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of the six-month period, a successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Subsection. If the Employee's performance during such six-month period is satisfactory, the successor Contractor (or Subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or Subcontractor) or as required by law.

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**Attachment A**  
**January 18, 2018**

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(7) All Covered Contracts subject to this Section shall include a provision in which the Contractor agrees to require any Subcontractor to comply with the obligation imposed by this Subsection (d).

(8) Successor's Prior Employees. Notwithstanding the provisions of this Subsection (d), a successor Contractor or Subcontractor may replace an Employee otherwise entitled to be retained with a person employed by the Contractor or Subcontractor continuously for twelve months prior to the commencement of the successor Contract or Subcontract in a capacity similar to that proposed under the successor Contract or Subcontract. This provision shall apply only where the existing Employee of the successor Contractor or Subcontractor would otherwise be laid off work as a result of the award of the successor Contract.

(9) The retention requirements of this Subsection (d) shall not apply where there is no successor Contractor or Subcontractor. For example, where a Contract is for services over a single day, week, or month for a discrete nonrepeating event there is no successor and the retention requirements described herein are inapplicable.

(10) For the purposes of this Subsection (d) on Transition Employment Requirements only, the term "Employee" shall include any person who performs work under a Covered Contract but shall not include an individual who serves in a managerial, supervisory, or confidential capacity, including those individuals who would be defined as such under the Fair Labor Standards Act.

**D. Requirement of Employer-Employee Relationship.** The City's proprietary interest is such that employment of Employees in an Employer-Employee relationship shall be required for all work done under any Covered Contract. The Contractor (and Subcontractors, if any) will perform the services in this agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

\*\*\*\*\*End of Addendum No. 1, Attachment 1, Nothing else follows.\*\*\*\*\*