

**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**

**Master Agreement between the City and County of San Francisco  
and  
A1 Protective Services, Inc.  
TC86005A  
As Needed Security Guard Services for Various Locations and Events  
Aggregate B-1 Long Term Services Master Contracts  
PeopleSoft ID GRP0000005**

**MASTER AGREEMENT**

This Agreement (or “Master Agreement”) is made this first day of August, 2023, in the City and County of San Francisco (“City”), State of California, by and between A1 Protective Services, Inc., 5 Thomas Mellon Circle, Suite 156, San Francisco, CA 94134 (“Contractor”) and City.

**Recitals**

WHEREAS, the City wishes to procure as needed armed and unarmed security guard services on a multi-year project by project basis subject to the terms of this Master Agreement; and

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

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 0000007686 issued on February 22, 2023 which resulted in the award of four Aggregates consisting of Aggregates A-1 (Short Term Services Term Contracts to be awarded to the three highest ranked Proposers), A-2 (Short Term Services Micro LBE Set-Aside Term Contracts to be awarded to the two highest ranked Micro LBE Proposers), B-1 (Long Term Services Master Contracts to be awarded to the three highest ranked Proposers), and B-2 (Long Term Services Micro LBE Set-Aside Master Contracts to be awarded to the two highest ranked Micro LBE Proposers); and

WHEREAS, Contractor was deemed one of three highest ranked Proposers for Aggregate B-1 on June 5, 2023 for which it was issued this Master Agreement; and

WHEREAS, City Departments will issue individual, department-specific Department Contract Releases, as defined herein, for each multi-year project associated with this Master Agreement; and

WHEREAS, a Department Contract Release shall be subject to the same terms and conditions set forth in this Master Agreement, including the terms and conditions set forth in Appendices A, B

and C, except that City and Contractor may agree to modify Appendix A, Scope of Services, based on the business needs of the Department;

WHEREAS, a Department Contract Release shall have a start date that does not precede the start date of the Master Agreement and an expiration date that does not exceed that of the Master Agreement;

WHEREAS, the total value of all Department Contract Releases associated with this Master Agreement shall not exceed the not to exceed amount of the Master Agreement;

WHEREAS, the Local Business Entity (“LBE”) subcontracting participation requirements for Sourcing Event ID 0000007686 were waived by the Contract Monitoring Division (“CMD”) pursuant to CMD14BPRESID0001181; and

WHEREAS, individual City Departments shall obtain approval from CMD for amounts and durations authorizing each of their Department Contract Releases, which approvals shall be recorded against CMD14BPRESID0001181; and

WHEREAS, individual City Departments shall obtain Prop J approval or Civil Service approval, as applicable, for amounts and durations authorizing each of their Department Contract Releases; and

Now, THEREFORE, the parties agree as follows:

## **Article 1      Definitions**

The following definitions apply to this Agreement:

1.1      “Agreement” or “Master Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Master 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 all City Departments authorized to utilize this Master Agreement for the purpose of securing the Services described herein.

1.3      “City Data” means that data as described in Article 13 of this Master Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Master Agreement. City Data includes, without limitation, Confidential Information.

1.4      “City Department” means a City Department issuing a Department Contract Release against this Master Agreement in accordance with the terms of this Master Agreement.

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

1.6      “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that

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

1.7 “Contractor” means A1 Protective Services, Inc., 5 Thomas Mellon Circle, Suite 156, San Francisco, CA 94134.

1.8 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Master Agreement, including without limitation, the work product (if any) described in Appendix A.

1.9 “Department Contract Release” means a work agreement entered into by Contractor and a City Department for the purpose of securing Contractor’s services under this Master Agreement on a multi-year, project by project basis. Each Department Contract Release shall be assigned a unique PeopleSoft record number (“PS Contract ID”) that will be associated with the PeopleSoft record number of this Master Agreement (GRP0000005). Each Department Contract Release shall be governed by the terms set forth in this Master Agreement, including those set forth in the Appendices to this Agreement, except that Departments and Contractor may mutually agree in writing to modify the terms set forth in Appendix A, Scope of Services, to reflect the specific business needs of the City Department. A Department Contract Release associated with this Master Agreement shall have a start date that is on or after the start date of the Master Agreement and an expiration date that is on or before the expiration date of the Master Agreement. A Department Contract Release shall have a not to exceed amount equal to the value of the services to be performed under the Department Contract Release, except that the total value of all Department Contract Releases associated with this Master Agreement shall not exceed the not to exceed amount of the Master Agreement.

1.10 “Master Agreement” means this Agreement GRP0000005. entered into by Contractor and OCA on behalf of City Departments, the terms of which shall govern and be incorporated into each Department Contract Release as though fully set forth therein, except that Departments and Contractor may mutually agree in writing to update the terms set forth in Appendix A, Scope of Services, to reflect the specific business needs of the City Department.

1.11 “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.

1.12 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.13 “PeopleSoft” means the City’s budget and financial system through which City generates record number for, among other things, a Department Contract Release and Master Agreement.

1.14 “Services” means the work performed by Contractor under this Master Agreement as specifically described in Appendix A, including all services, labor, supervision, materials,

equipment, actions and other requirements to be performed and furnished by Contractor under this Master Agreement.

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

2.1 The term of this Master Agreement shall commence on August 1, 2023 and expire on July 31, 2028, unless earlier terminated as otherwise provided herein.

2.2 **Reserved (Options).**

2.3 **Reserved (No Automatic Renewal).**

## **Article 3 Financial Matters**

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Master Agreement, and all Department Contract Releases associated with this Master Agreement, are 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 Master Agreement and all Department Contract Releases associated with this Master 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 Master Agreement and all Department Contract Releases associated with this Master Agreement may 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 MASTER AGREEMENT.

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 Master Agreement and all Department Contract Releases associated with this Master Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Master Agreement and any Department Contract associated with this Master Agreement as provided in Section 11.5, "Modification of this Master Agreement."

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed for a Departmental Contract in the immediate

receding 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 City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Master Agreement exceed **EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$8,750,000)**. The breakdown of charges associated with this Master Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Master Agreement and all Department Contract Releases associated with this Master Agreement.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until City approves the Services delivered pursuant to this Master Agreement and all Department Contract Releases associated with this Master Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to cure Services provided in an unsatisfactory manner, even if the unsatisfactory character may have been apparent or detected at the time such payment was made. Services delivered pursuant to this Master Agreement and all Department Contract Releases associated with this Master Agreement that do not conform to the requirements of this Master 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 Master Agreement and all Department Contract Releases associated with this Master Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured. Contractor shall not stop providing Services as a result of City's withholding of payments, as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under all Department Contract Releases associated with this Master Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information may not be processed for payment.

**3.3.5 Reserved (LBE Payment and Utilization Tracking System).**

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

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

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on

eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

### 3.3.7 **Reserved (Grant Funded Contracts).**

### 3.3.8 **Payment Terms.**

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

(b) **Payment Discount Terms:** The Payment Discount Terms for this Master Agreement and all Department Contract Releases associated with this Master Agreement are as follows: 0.5%/, Net 15. The Payment Discount period begins upon date of completion of delivery of the Services on a Purchase Order for which payment is sought, or upon date of receipt of properly prepared invoices covering such items, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

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 the Services. Contractor will permit City to audit, examine, copy, 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 Master Agreement and all Department Contract Releases associated with this Master Agreement, whether funded in whole or in part under this Master Agreement and all Department Contract Releases associated with this Master Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify Contractor in writing, after final payment under this Master Agreement and all Department Contract Releases associated with this Master Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Master Agreement and all Department Contract Releases associated with this Master 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 Master Agreement and all Department Contract Releases associated with this Master 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. Security Guard Services (San Francisco Administrative Code 21C.11)**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Master Agreement and all Department Contract Releases associated with this Master Agreement involve Security Guard Services. Such services are subject to Administrative Code Section 21C.11 (“Covered Services”). The provisions of Section 21C of the Administrative Code are incorporated as provisions of this Master 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 Master Agreement, are hereby incorporated as provisions of this Master 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 on the Internet <http://sfgov.org/olse/prevailing-wage>. 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 Master Agreement.

**3.6.3 Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services..

**3.6.4 Posted Notices.** Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City’s prevailing wage requirements and that these requirements are enforced by OLSE.

**3.6.5 Payroll Records.** 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.

**3.6.6 Certified Payrolls.** Contractor shall prepare and maintain certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services.

**3.6.7 Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant Chapter 21C.

**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 Chapter 21C. The City, when certifying any payment which may become due under the terms of this Master Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

**3.6.9 Wage Classifications.** Pursuant to San Francisco Administrative Code Section 21C.11 – Security Guard Services, the prevailing hourly wage and fringe benefits for Security Guard Services at any facility or any property owned or leased by the City can be found at [Prevailing Wage - Non-Construction | Office of Labor Standards Enforcement \(sfgov.org\)](https://www.sfgov.org/office-of-labor-standards-enforcement). Please see this website for complete details.

### **3.7 Reserved (Displaced Worker Protection Act).**

#### **Article 4 Services**

### **4.1 Reserved (Primary and Secondary Contractors).**

**4.2 Term Agreement – Indefinite Quantities.** This Master Agreement is an indefinite quantities Agreement to supply the Services identified in this Agreement. Unless otherwise specified herein, Services will be required in quantities and at times as ordered during the period of the Master Agreement in accordance with a Department Contract associated with this Master Agreement. Estimated Services are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may also make purchases from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for the Services or that it is not practical to purchase against this Master Agreement and all Department Contract Releases associated with this Master Agreement. City will not honor minimum order charges under this Master Agreement and all Department Contract Releases associated with this Master Agreement.

**4.3 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 the Department Contract Releases associated with this Master Agreement.

4.4 **Reserved.**

4.5 **Services.**

4.5.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A. 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 Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Master Agreement."

4.5.2 **Subcontracting.** 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 Master Agreement, unless inapplicable. Neither Party shall, on the basis of this Master 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.

4.5.3 **Awarded Services.** If, during the term of the Master Agreement and any Department Contract associated with this Master Agreement, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, it is understood and agreed that the service will be canceled and removed from the Master Agreement and any Department Contract associated with this Master Agreement without penalty to City. City's sole obligation to Contractor is payment for Services performed prior to the cancellation date. City shall give Contractor ten days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing in writing, which can include email, certified mail, registered mail, or other trackable mail, 30 days in advance of any changes in the Services required in the Master Agreement and any Department Contract associated with this Master Agreement. Any changes made without the approval of Purchasing will constitute a Default.

4.5.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses**

(a) **Independent Contractor.** For the purposes of this Section 4.5, "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 delivers the Services required by this Master Agreement and any Department Contract associated with this Master Agreement and work requested by City under this Master Agreement and any Department Contract associated with this Master 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 any of the obligations pursuant to this Master Agreement and any Department Contract associated with this Master Agreement, or any agent or employee of Contractor providing same. Nothing in this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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.

(b) 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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 this Section 4.5 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Master Agreement and any Department Contract associated with this Master Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold 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.

4.6 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Master Agreement and any Department Contract associated with this Master Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Master Agreement and any Department Contract associated with this Master Agreement, in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Master Agreement and any Department Contract associated with this Master Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Master Agreement and any Department Contract associated with this Master Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.7 **Reserved (Liquidated Damages).**

4.8 **Reserved (Performance Bond).**

4.9 **Fidelity Bond.** Contractor shall maintain throughout the term of this Master Agreement, at no expense to City, a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than **\$50,000** with any deductible not to exceed **\$5,000** and including City as additional obligee or loss payee as its interest may appear.

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Master Agreement and any Department Contract associated with this Master Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Master Agreement and any Department Contract associated with this Master Agreement.

4.11 **Usage Reports by Contractor.**

4.11.1 Each year, no later than February 15, Contractor shall prepare and submit to City an electronic report of the total Services rendered under each Department Contract associated with this Master Agreement during the preceding calendar year (January 1 – December 31). The report must list by City department the following: (1) all Services ordered (“Order”) (2) all Services delivered; (3) the date on which each Order was placed; (4) the date on which each Order was delivered; and (5) total quantity and unit price of the Services contained within each Order. Contractor must also furnish a separate similar report for the total of all items

Services ordered by City which are not part of this Master Agreement. Contractor shall email reports to [OCAVendor.Reports@sfgov.org](mailto:OCAVendor.Reports@sfgov.org).

4.11.2 Any report files larger than 10MB must be submitted in electronic format on USB drive and mailed to the address shown below with the Master Agreement number and “Annual Supplier Reporting” clearly marked on the envelope/packaging. Contractor shall mail the reports to:

OCA Supplier Reporting  
Re: Master Agreement No. 86005A  
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

4.11.3 City reserves the right to terminate this Master Agreement and any Department Contract associated with this Master Agreement if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

4.12 **Reserved (Warranty).**

## **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 Master Agreement, Contractor must maintain in force, during the full term of the Master Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Reserved (Professional Liability Insurance).
- (e) Reserved (Technology Errors and Omissions Liability Insurance).
- (f) Reserved (Cyber and Privacy Insurance).
- (g) Reserved (Pollution Liability Insurance).

### **5.1.2 Additional Insured Endorsements**

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

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

(c) Reserved (The Commercial Automobile Liability Insurance Additional Insured Endorsement).

### 5.1.3 Waiver of Subrogation Endorsements

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

### 5.1.4 Primary Insurance Endorsements

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

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

(a) Reserved (The Pollution Liability Insurance Primary Insurance Endorsement).

### 5.1.5 Other Insurance Requirements

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

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

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

(d) Should any required insurance lapse during the term of this Master 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 Master Agreement,

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

(e) Before delivering 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.

(f) 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.

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

5.2.2 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.

5.2.3 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

pursuant to this Master Agreement or any Department Contract associated with this Master Agreement.

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

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT AND ANY DEPARTMENT CONTRACT ASSOCIATED WITH THIS MASTER AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS MASTER AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS MASTER 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 MASTER AGREEMENT AND ANY DEPARTMENT CONTRACT ASSOCIATED WITH THIS MASTER AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS MASTER AGREEMENT AND ANY DEPARTMENT CONTRACT ASSOCIATED WITH THIS MASTER 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 Contractor to Pay All Taxes.** 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement.

**7.2 Possessory Interest Taxes.** Contractor acknowledges that this Master Agreement and any Department Contract associated with this Master Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Master Agreement and any Department Contract associated with this Master Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Master Agreement and any Department Contract associated with this Master Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

8.1.1 City shall have the option, in its sole discretion, to terminate this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all obligations under this Master Agreement and any Department Contract associated with this Master 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 Services.

(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 obligations 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 Master Agreement and any Department Contract associated with this Master 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 the cost of all Services delivered prior to City's notice of termination. City's payment obligation pursuant to this Subsection 8.1.3 shall be subject to Section 3.3.2 of this Master Agreement and any Department Contract associated with this Master Agreement.

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 listed in Section 8.1.2. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services rendered by Contractor under this Master Agreement and any Department Contract associated with this Master 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 8.1.2.

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 the Services rendered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Master Agreement and any Department Contract associated with this Master 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 rendered by Contractor under this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement:

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

(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 Master Agreement and any Department Contract associated with this Master Agreement or to seek specific performance of all or any part of this Master Agreement and any Department Contract associated with this Master 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 Master

Agreement and any Department Contract associated with this Master 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 Master Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Master Agreement and any Department Contract associated with this Master Agreement.

8.2.3 All remedies provided for in this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement listed below, shall survive termination or expiration of this Master Agreement and any Department Contract associated with this Master Agreement:

3.3.2	Payment Limited to Satisfactory Services		9.2	Works for Hire
3.3.7	<b>Reserved</b> (Grant Funded Contracts)		11.6	Dispute Resolution Procedure
3.4	Audit and Inspection of Records		11.7	Agreement Made in California; Venue
3.5	Submitting False Claims		11.8	Construction
Article 5	Insurance and Indemnity		11.9	Entire Agreement
6.1	Liability of City		11.10	Compliance with Laws
6.3	Liability for Incidental and Consequential Damages		11.11	Severability
Article 7	Payment of Taxes		Article 12	Department Specific Terms
8.1.6	Payment Obligation		Article 13	Data and Security

9.1	Ownership of Results	Appendix D	<b>Reserved</b> (Business Associate Agreement)
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8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Master Agreement is terminated prior to expiration of the term specified in Article 2, this Master 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 Master Agreement and any Department Contract associated with this Master Agreement, and any completed or partially completed work which, if this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Master Agreement and any Department Contract associated with this Master 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 Master 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 Master 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 Master Agreement and any Department Contract associated with this Master 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 Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Master Agreement and any Department Contract associated with this Master Agreement or in furtherance of this Master Agreement and any Department Contract associated with this Master Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

#### **10.5 Nondiscrimination Requirements**

**10.5.1 Nondiscrimination in Contracts.** 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 Master Agreement, and will not during the term of this Master Agreement and any Department Contract associated with this Master 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 Reserved (Minimum Compensation Ordinance).**

**10.8 Reserved (Health Care Accountability Ordinance).**

**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 Master Agreement and any Department Contract associated with this Master 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.

**10.11 Limitations on Contributions.** By executing this Master Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of 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 10% in Contractor; any subcontractor listed in the bid, proposal or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**10.12 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 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 Master 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 Master Agreement and any Department Contract associated with this Master 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 Master 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 Master Agreement and any Department Contract associated with this Master Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Master Agreement and any Department Contract associated with this Master 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 is a non-profit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, 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; and receives a cumulative total per year of at least \$250,000 in City or City-administered funds and 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 Distribution of Beverages and Water.**

**10.17.1 Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall 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 Master Agreement and any Department Contract associated with this Master Agreement.

**10.17.2 Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Master Agreement and any Department Contract associated with this Master Agreement.

**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 Reserved.

**10.19 Reserved (Preservative Treated Wood Products).**

**10.20 Reserved (Sweat Free Procurement).**

**10.21 Environment Code Chapter 5, Resource Conservation Ordinance.**

**10.21.1 Reserved (Printing Services and/or Writing Paper Products).**

**10.21.2 Reserved (Collection of Recyclable Materials).**

**10.22 Prop J Approval.** Unless approval for a Department Contract is obtained from the Civil Service, any Department Contract associated with this Master Agreement 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 each Department Contract associated with this Master Agreement. 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 services were performed by City employees) have not been met for a Department Contract associated with this Master Agreement, City reserves the right to terminate the Department Contract.

**10.23 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 Master Agreement and any Department Contract associated with this Master Agreement without prior written permission of Purchasing.

## **Article 11 General Provisions**

**11.1 Notices to the Parties.** Unless otherwise indicated in this Master Agreement and any Department Contract associated with this Master 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:	Director of Purchasing City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Email: <a href="mailto:OCA@sfgov.org">OCA@sfgov.org</a> Phone: (415) 554-6743 Fax: (415) 554-6717
To Contractor:	Brajah Norris Director of Quality Assurance A1 Protective Services 5 Thomas Mellon Circle, Suite 156 San Francisco, CA 94134 Phone: 415-310-9416 Email: <a href="mailto:bnorris@a1prosecurity.com">bnorris@a1prosecurity.com</a>

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

**11.2 Compliance with Americans with Disabilities Act.** 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 Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Master Agreement and any Department Contract associated with this Master Agreement.

**11.4 Sunshine Ordinance.** Contractor acknowledges that this Master Agreement and any Department Contract associated with this Master 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 Master Agreement.** This Master 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 Master Agreement. 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 Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement in accordance with the Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master 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.

**11.6.3 Health and Human Service Contract Dispute Resolution Procedure.** If this Master Agreement and any Department Contract associated with this Master Agreement is with a health and human services nonprofit, the Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in this Agreement and incorporated herein by this reference.

**11.7 Agreement Made in California; Venue.** The formation, interpretation and performance of this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and any Department Contract associated with this Master Agreement shall be in San Francisco.

**11.8 Construction.** All paragraph captions are for reference only and shall not be considered in construing this Master Agreement and any Department Contract associated with this Master Agreement.

**11.9 Entire Agreement.** This Master Agreement and any Department Contract associated with this Master Agreement sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Master Agreement may be modified only as provided in Section 11.5, "Modification of this Master 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 Master Agreement and any Department Contract associated with this Master 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 Master Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Master Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

**11.12 Cooperative Drafting.** This Master Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Master Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Master 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 Master Agreement and any Department Contract associated with this Master Agreement.

**11.13 Order of Precedence.** Contractor agrees to perform the Services described herein in accordance with the terms and conditions of this Master Agreement and any Department Contract associated with this Master Agreement. If the Appendices to this Master Agreement include any standard printed terms from the Contractor, 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 bid and/or proposal, and Contractor's printed terms, respectively.

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

**11.15 Cooperative Agreement.** Contractor agrees that during the term of this Master 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 Master Agreement to obtain some or all of the Services to be provided by Contractor under the same terms and conditions as the City.

## **Article 12 Department Specific Terms**

### **12.1 Third Party Beneficiaries.**

No third parties are intended by the Parties hereto to be third party beneficiaries under this Master Agreement and any Department Contract associated with this Master Agreement, and no action to enforce the terms of this Master Agreement and any Department Contract associated with this Master Agreement may be brought against either Party by any person who is not a party hereto.

## **12.2 Exclusion Lists and Employee Verification.**

12.2.1 Contractor acknowledges that some or all of the Services that Contractor furnishes to City under this Master Agreement and any Department Contract associated with this Master Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by City to Federal or State health care programs. By executing this Master Agreement, Contractor certifies that it is not currently, and shall not during the term of this Master Agreement and any Department Contract associated with this Master Agreement become, excluded, directed to be excluded, suspended, ineligible or otherwise sanctioned from participation in any Federal or State assistance programs. Contractor shall notify City, as provided in Section 11.1 (“Notices to the Parties”), within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Master Agreement and any Department Contract associated with this Master Agreement. Contractor agrees to indemnify and hold harmless City and City’s officers, directors, employees, agents, successors and permitted assigns from and against any and all (including but not limited to Federal, State, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys’ fees) arising from the exclusion, suspension, ineligibility, or other sanction of Contractor and/or Contractor’s workforce (including those who oversee Contractor’s workforce, supervisors and governing body members) from participation in any Federal or State assistance program.

## **Article 13 Data and Security**

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

13.1.1 **Protection of Private Information.** If this Master Agreement and any Department Contract associated with this Master 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 Master Agreement and only as necessary in performing the Services under this Master Agreement and any Department Contract associated with this Master Agreement. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services pursuant to this Master Agreement and any Department Contract associated with this Master Agreement, 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, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Master Agreement and any Department Contract associated with this Master 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 Business Associate Agreement.**

The Parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”).

**The Parties acknowledge that CONTRACTOR will:**

1.  Do **at least one** or more of the following:
- A. Create, receive, maintain, or transmit PHI for or on behalf of City (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
- B. Receive PHI, or access to PHI, from City or another Business Associate of City, as part of providing Services to or for City including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
- C. Transmit PHI data for City and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

**For purposes of this Master Agreement, Contractor is a Business Associate of CITY, as defined under HIPAA. Contractor must comply with and complete the Business Associate Agreement and attestations attached to this Agreement.**

2.  **NOT do any of the activities listed above in subsection 1;**

Contractor is not a Business Associate of CITY. A Business Associate Agreement and Attestations are not required for the purposes of this Agreement.

**13.4 Protected Health Information.** Where applicable, Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Master Agreement and any Department Contract associated with this Master Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Master Agreement and any Department Contract associated with this Master Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by

City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Master Agreement and any Department Contract associated with this Master Agreement.

### 13.5 Management of City Data

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

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

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

## Article 14 MacBride And Signature

#### 14.1 **MacBride Principles -Northern Ireland.**

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Master Agreement. By signing this Master 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.

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

**CITY**

**CONTRACTOR**

Recommended by:

**A1 Protective Services, Inc.**

DocuSigned by:  
*Linda Repola*  
42E99F6456504C9...

DocuSigned by:  
*Brajah Norris*  
BD932A9406594F0...

**Linda Repola**  
Supervising Purchaser  
Office of Contract Administration

**Brajah Norris**  
Director of Quality Assurance  
City Supplier Number: **0000003433**

Approved as to Form:

David Chiu  
City Attorney

By: *Elaine O'Neil*  
6F4999665550409...  
**Elaine M. O'Neil**  
Deputy City Attorney

Approved:

DocuSigned by:  
*Sailaja Kurella*  
9AE444694D514E7...  
**Sailaja Kurella**  
Director of the Office of Contract Administration,  
and Purchaser

A:	Scope of Services
B:	Calculation of Charges
C:	Regulatory and Compliance Requirements
D:	Reserved (BAA).

## **Appendix A Scope of Services**

- I. Introduction**
- II. Timeline for Deliverables throughout the Department Contract Term**
  - A. Deliverables due upon Execution of a Department Contract
  - B. Daily Deliverables
  - C. Weekly Deliverables
  - D. Annual Deliverables
  - E. As-Applicable Deliverables
- III. Personnel Duties by Personnel Types**
  - A. Central Communications Center Personnel
  - B. Account Manager
  - C. Administrative Support
  - D. Contractor's Security Liaison Officer
  - E. Supervisors
  - F. Security Guards
- IV. Uniforms**
  - A. General
  - B. Uniform Attributes
  - C. Equipment Requirements
- V. Security Guard Qualifications**
  - A. Records of Qualifications
  - B. Qualifications
- VI. Unfit Security Guards.**
  - A. City's Right to Question Guards.
  - B. City's Right to Remove Security Guards.
  - C. Removal and Replacement of Unqualified Security Guards
- VII. Employee Records**
  - A. Availability
  - B. Retention Period
- VIII. Guard Shifts**
  - A. Schedule
  - B. Change in Shifts
  - C. Rest and Meal Break Schedule
- IX. Electronic Watchclock Guard Tour Reporting System**
- X. Performance Metrics**

**I. Introduction**

City Departments may request as-needed unarmed and/or armed security guard services for specific location(s) or event(s) through this Master Agreement. The Scope of Services below is to be used as a general guide of the required minimum services provided and is not intended to be a complete list of all work necessary to perform the services.

Prior to requesting services under this Master Agreement, Departments shall first contact Contractor to develop a complete scope of work for the services being requested, including but not limited to:

- 1) Estimated duration of the services being requested;
- 2) Location(s) of the services being requested;
- 3) The number of Security Guards and Supervisor Security Guards being requested by location, including their shifts and locations;
- 4) The qualification of the Security Guards and Supervisor Security Guards being requested.
- 5) Department-specific training requirements and schedule;
- 6) Department-specific liaison for the duration of the services;
- 7) Department-specific uniform requirements;
- 8) Department-specific daily report templates (if any);
- 9) Department-specific incident report templates (if any); and
- 10) Any other information relevant to ensure Contractor provides the services being requested.

**II. Timeline for Deliverables throughout the Department Contract Term**

**A. Deliverables due upon Execution of a Department Contract**

Due Date	Deliverable
<p><b>5-10 days after Department Contract Start Date</b></p> <p><b>Due to:</b> Department Liaison Officer</p>	<p>1. Full details for Central Communications Center Personnel, Account Representatives, Security Liaison Officers, and Administrative Support, including:</p> <ol style="list-style-type: none"> <li>a. Name</li> <li>b. Title</li> <li>c. Role</li> <li>d. Cell Phone Number</li> <li>e. Email</li> <li>f. Work Schedule</li> <li>g. Back-Up</li> </ol> <hr/> <p><b>2. Training Policy</b></p> <hr/> <p><b>3. Criminal Background Check Policy</b> The Criminal Background Check Policy must be distributed to all Guards performing services under the Department Contract and comply with the requirements in Section IV(B)(6) herein.</p>

Due Date	Deliverable
	<p><b>4. Drug and Alcohol Testing Policy</b> The Drug and Alcohol Testing Policy must be distributed to all Guards performing services under Department Contract and comply with the requirements in Section IV(B)(7) herein. The Drug and Alcohol Testing Policy must include the following:</p> <ol style="list-style-type: none"> <li>a. Contractor’s testing requirements, including procedures and consequences for those employees who test positive;</li> <li>b. The name of the third-party administrator that Contractor uses to perform these tests; and</li> <li>c. The training procedures for Supervisors to detect drug and alcohol usage by Guards performing services under the Department Contract.</li> </ol>
	<p><b>5. Draft Daily Report Template</b></p>
	<p><b>6. Draft Incident Report Template</b></p>
	<p><b>7. Proposed Uniform Design</b></p>
	<p><b>8. List of proposed Supervisors and Security Guards by shift and location in Microsoft Excel format.</b></p>
	<p><b>9. Contact details for all Supervisors and Security Guards guard in Microsoft Excel format, including:</b></p> <ol style="list-style-type: none"> <li>a. First Name</li> <li>b. Last Name</li> <li>c. Cell Phone Number</li> </ol>
	<p><b>10. Signed and notarized affidavit stating that Contractor has conducted, and each Supervisor and Security Guard has successfully completed:</b></p> <ol style="list-style-type: none"> <li>a. All required trainings;</li> <li>b. A criminal background check; and</li> <li>c. A drug and alcohol test.</li> </ol>
	<p><b>11. Copies of the following documents for each Guard:</b></p> <ol style="list-style-type: none"> <li>a. Current BSIS Security Guard Registration</li> <li>b. Valid California Driver’s License for guards who will operate a vehicle.</li> <li>c. Current BSIS Firearms Permit where applicable</li> </ol>
	<p><b>12. Copies of site-specific Post Orders issued to all guards by location. Post Orders shall consist of the following:</b></p> <ol style="list-style-type: none"> <li>a. Emergency Procedures (including contact lists);</li> <li>b. Investigation and Incident Report Procedures and Forms;</li> <li>c. Shift Patrol Procedures;</li> <li>d. Communication Procedures;</li> </ol>

<b>Due Date</b>	<b>Deliverable</b>
	<ul style="list-style-type: none"> <li>e. Dress and Grooming Standards;</li> <li>f. Training procedures including harassment training</li> </ul>

**B. Daily Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
<b>At the end of every shift</b>	<b>1. Incident Reports</b>
	<b>2. Daily Reports</b>
<b>Due to:</b> Department Liaison Officer	

**C. Weekly Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
<b>Every Friday for the following week</b>	<b>1.</b> Provide list of proposed supervising and non-supervising guards by shift and location in Microsoft Excel format to the Department's Security Liaison.
<b>Due to:</b> Department Liaison Officer	

**D. Annual Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
<b>Each Anniversary Date of the Department Contract</b>	<b>1.</b> Annual Usage Report consisting of all Purchase Orders issued by City to Contractor for Department Contract Releases, including any corresponding invoices and payments by date. Contractor shall email reports to <a href="mailto:OCAVendor.Reports@sfgov.org">OCAVendor.Reports@sfgov.org</a> .
	<b>2.</b> Criminal Record Checks for all Guards performing on Department Contract Releases.
	<b>3.</b> Drug and Alcohol Tests for all Guards performing on Department Contract Releases.
<b>Due to:</b> Department Liaison Officer	

**E. As-Applicable Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
<b>When change occurs</b>  <b>Due to:</b> Department Liaison Officer	1. Updated Supervising and Non-Supervising Guards List
	2. Updated details for Central Communications Center Personnel, Account Representatives, Security Liaison Officers, and Administrative Support, including: <ol style="list-style-type: none"> <li>a. Name</li> <li>b. Title</li> <li>c. Role</li> <li>d. Cell Phone Number</li> <li>e. Email</li> <li>f. Work Schedule</li> </ol>
	3. Proof of Qualifications for newly assigned guards
	4. Proof of Criminal Background Check for newly assigned guards
	5. Proof of Drug and Alcohol Test for newly assigned guards
	6. Proof of Training for newly assigned guards

**III. Personnel Duties by Personnel Types****A. Central Communications Center Personnel**

1. Contractor shall establish a centralized dispatch and two-way radio communications network. The Central Communications Center shall field calls, resolve problems, and direct all service issues and requests from the Department's Security Liaison to the Contractor's appropriate staff for resolution.
2. Contractor shall provide twenty-four (24) hour emergency response services and ensure communication between field staff and Department's Security Liaison are within ten (10) minutes of initial contact.
3. When an alarm company notifies the Contractor of an alarm and/or unauthorized break in the system, Contractor shall immediately dispatch a radio-equipped security guard to investigate and, if necessary, notify the Department's on-call building engineer, and/or Departmental liaison, and/or the San Francisco Police Department, as applicable.

**B. Account Manager**

1. The Account Manager shall manage a Department's account, and handle all administrative concerns including but not limited to: provision of invoices, reports, records, employee certifications, organizational policies and procedures.

2. The Account Manager shall report directly to the Department's Security Liaison and have the authority to hire, fire, replace, or reassign Contractor's employees without prior approval of management.
3. The Account Manager must be available to participate in meetings with the Department's staff, security audits and evaluations of Department sites, practices, and procedures when requested.

**C. Administrative Support**

1. 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 Department.

**D. Contractor's Security Liaison Officer**

1. The Contractor's Security Liaison Officer shall meet with the Department's Security Liaison on a regular basis, acting as the main field liaison for the Departmental Liaison Officer, supervising all Field Services Supervisors, ensuring quality service delivery at all Department sites, conducting client satisfaction surveys, and developing security solutions and enhancements.
2. The Contractor's Security Liaison Officer shall have the authority to replace or reassign Contractor's employees without prior approval of higher authority. The Contractor's Security Liaison Officer must first be approved by the Department's Security Liaison prior to assignment, and shall report directly to the Department's Security Liaison.
3. The Security Liaison Officer shall be on call twenty-four (24) hours per day, seven (7) days per week.
4. The Security Liaison Officer shall meet with the Department's Liaison Officer on an as-needed basis to discuss the progress of a Department Contract Release and address ongoing issues and concerns. The meetings shall be at no cost to the City and take place at a mutually agreed time and location.

**E. Supervisors**

1. **General.** Contractor shall provide adequate supervision of Guards at no additional cost to the City. "Supervisor" means guards who perform the same work as security guards but have the authority to exercise independent judgment to effectively recommend hire/promote, discipline, assign, reward or

adjust the grievances of other employees. Supervisors are not shift leads. While shift leads may assist in many supervisory functions, shift leads shall prepare or offer input if requested, but shall not make determinations or recommendations.

## **2. Supervisor Duties.**

All Supervisors performing under a Department Contract Release shall be available at all times during assigned shifts to respond to City requests, including receiving and implementing orders or special instructions. All Supervisors performing under a Department Contract Release shall:

- (a) Plan, assign, direct, and ensure proper execution of Guard assigned duties.
- (b) Monitor security desk consoles (i.e.: access control, alarm systems, CCTV video monitors, etc.).
- (c) Instruct Security Guards as to their daily duties. The duties shall not conflict with those of the Department's Liaison Officer.
- (d) Supervise all Guards during all shifts and ensure they are patrolling assigned areas. Contractor shall be able to inform City of the guards on shift and their location at any time. Contractor shall require and ensure that all guards adhere to rules provided in writing by Facility Management to the Contractor.
- (e) Prior to every shift change, 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.
- (f) Address complaints and resolve problems.
- (g) Conduct regular inspections to ensure Guards' compliance with assigned duties, Contractor policies, and City policies.
- (h) Access Contractor security guard sign-out procedure at the end of each shift to certify the accuracy thereof.
- (i) Implement and oversee the security operation during their scheduled shift.
- (j) Direct and supervise all Guard activity.
- (k) Provides copies of security incident reports to the Department's Liaison Officer.
- (l) Respond to all security related emergencies and coordinate communications with the Account Manager, Department's Liaison Officer.
- (m) Assist with the functions of physical and personal security and safety measures of the Department's facility, staff, and visitors.
- (n) Assume an active role to ensure that assigned Guards are professional, engaged in their duties, including not on cell phones or distracted with other non-work-related reading material.

- (o) Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- (p) Preserve order and may enforce regulations pertaining to personnel, and visitors, on the Premises.
- (q) Provide break reliefs to all assigned security staff.

**3. Supervisor Training and Orientation.**

All Supervisors performing under a Department Contract Release shall train new Guards and orient Guards to new posts and assignments, including all security companies in succession.

**4. Supervisor Coordination with Department’s Liaison Officer**

All Supervisors performing under a Department Contract Release shall 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 the Department’s Liaison Officer.

**5. Supervisor Records and Reports.**

All Supervisors performing under a Department Contract Release shall:

- (a) Maintain a daily log for each shift in accordance with all building policies (sign in and out).
- (b) Maintain regular, accurate, and consistent attendance records.
- (c) Review all reports for accuracy and completeness.

**6. Supervisor Regular Meetings**

Account Manager and/or Supervisor(s) shall meet with the Department’s Liaison Officer on a regular basis to discuss the progress of a Department Contract Release and address ongoing issues and concerns. These meetings shall be at no cost to the City and at a mutually agreed time and place.

**F. Security Guards**

1. **Back-Up Security Guards.** Contractor shall have a reasonable number of qualified and trained back-up personnel ready to assume assignment under the contract. If circumstances require the elimination of certain services, the cost to the City will be adjusted downward, based upon the hourly wages as provided in Appendix B “Calculation of Charges.”

2. **General Security Guard Functions.** All guards shall:

- (a) Respond to security emergencies within the patrol location.
- (b) Preserve order, including compliance with regulations pertaining to the Department's staff and clients on the Premises.
- (c) Assist with the functions of physical and personal security and safety measures of staff and visitors.
- (d) Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- (e) Verbally de-escalate any risk behavior, and follow response protocol, including calling the local law enforcement for incidents that require physical intervention.
- (f) Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.
- (g) Communicate findings to the on-site Supervisor and document with an incident report.

3. **Security Guard Shift Duties.** All Guards assigned to a Department Contract Release shall:

- (a) Report to their shifts on time and remain for the entire duration of the shift.
- (b) Monitor the security needs of the office tenants, their clients, and guests.
- (c) Investigate and complete Incident Reports for all unusual or suspicious activity.
- (d) Guard the Premises against fire, theft, damage and trespass.
- (e) Protect safety of persons on site.
- (f) Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways.
- (g) Monitor all incoming and outgoing traffic. Make sure anyone not signing into the building restricted areas has the required building ID card to enter, all others must sign in and verify that each person is authorized to enter the building restricted areas.
- (h) Monitor alarms; set and shut off alarms per security best practices and standards, as directed by the Department's Liaison Officer or his/her designated representative.
- (i) At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and Department's staff.
- (j) Be visible to the public, alert, and attentive at all times while on duty.

- (k) Not be engaged in or conduct any personal business or business outside those described in a Department Contract Release at any time while performing under perform Services, except during authorized breaks.
- (l) Not use or be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
- (m) Be present in the key areas – rounding on foot to observe and report any unusual activity; rounding will include looking out for and searching for hazardous or potentially hazardous conditions.

**4. Security Guard Inspection Duties.**

- (a) Security officers will be required to perform bag searches of all individuals coming into the Department’s locations for weapons where metal detectors are present.
- (b) For locations with metal detector, request individuals to empty pockets for inspection. If the metal detector or wand beeps, continue metal detector and/or wand check until all metal items have been identified and metal detector or wand cease to beep.
- (c) For locations without a metal detector, perform a visual inspection of bulges, items in pockets etc. If the visual inspection reveals a weapon, advise the individuals that weapons are not allowed in Department’s buildings and they will not be allowed to enter with a weapon.
- (d) If an individuals refuses to comply with any of these requirements, the Security Guard shall not allow visitor to enter the facility.

**5. Security Guard Emergency Duties.** All Guards performing under a Department Contract Release shall quickly respond when an emergency occurs or when the panic button is sounded to again establish peace and order. All Guards performing under a Department Contract Release shall, at all times, be knowledgeable about the following:

- (a) Emergency response and emergency client telephone numbers.
- (b) Emergency fire procedures including the layout of the property.
- (c) Procedures and protocols for responding to medical emergencies, lost children, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.

**6. Security Guard As-Needed Duties.** All Guards performing under a Department Contract Release shall perform additional duties that the

Department's Liaison Officer and Contractor may agree upon from time to time.

7. **Security Guard Stand-By Duties.** Guard's assistance is limited to the Guard's presence as a deterrent or backup to the Department staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
8. **Security Guard Assist Duties.** Guards' assistance will be provided at the direction of a Department staff member. Guards will CALL 911 FOR ISSUES THAT INVOLVE MEDICAL DISTRESS, PHYSICAL FORCE OR EFFECTING AN ARREST.
9. **Security Guard Identified Prohibited Items Duties.** Guards shall inform individuals that prohibited items will not be allowed inside the facility, and they will be given an opportunity to leave with the item and return without the item, but the person will be subject to a new screening. Guards shall confiscate and dispose of weapons.
10. **Security Guard Key Duties.** All Guards performing under a Department Contract Release shall be responsible for all building and systems keys in their possession and shall account for their whereabouts at all times. Guards shall not loan keys to anyone for any reason. If keys are lost or stolen, Contractor shall immediately notify the Department's Liaison Officer so that appropriate action can be taken to safeguard the Premises. Contractor shall be responsible for the cost of replacement of lost, stolen or damaged keys.
11. **Security Guard Reporting Duties.**
  - (a) **General:** All Guards performing under a Department Contract Release shall:
    - i. Access contractor security guard sign-in/sign-out procedure for each shift.
    - ii. Log all arrival and departure times for shifts, including breaks of any kind.
    - iii. Create Incident Reports.
  - (b) **Reportable Incidents.** All Guards performing under a Department Contract Release shall provide a written Incident Reports to the Department's Liaison Officer within twenty-four (24) hours of the incident. All Guards performing

under a Department Contract Release shall write Incident Reports in any of the following circumstances, including but not limited to:

- i. Guard is required to make any physical contact with a member or members of the public, City staff or other guards.
- ii. Guard is required to intervene between any two or more persons including other Guards.
- iii. Guard witnesses any crime or suspected crime, including assault.
- iv. Guard witnesses any incident in which there is a potential injury whether or not medical attention is immediately required, or in which loss or damage to public or private property occurs.
- v. Guard observes hazardous conditions.
- vi. Guard observes persons attempting to gain unauthorized entry.
- vii. Guard discovers any unlocked doors or any activated alarms, false or otherwise.
- viii. Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- ix. Guard observes suspicious or unusual activities.

(c) **Security Guard Reports to the Department's Liaison Officer.** All Guards performing under a Department Contract Release shall report to the Department's Liaison Officer any of the following incidents:

- i. Guard observes any unusual incidents or hazardous conditions;
- ii. Any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors or property; or
- iii. Any other circumstances requiring immediate notification to the Department's Liaison Officer or appropriate local authorities.

(d) **Security Guard Reports to the SFPD or SFSD.** All Guards performing under a Department Contract Release shall report to the SFPD or SFSD any of the following incidents:

- i. Guard observes any unusual incidents or hazardous conditions; and/or
- ii. Guard observes any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors or property; or any other circumstances requiring immediate notification to City or appropriate local authorities that is of a criminal nature.

(e) **Security Guard Incident Report Submissions.** All Guards performing under a Department Contract Release shall submit Incident Reports by the end of shifts, during which said incidents occur, by each and every Guard

involved. City is not required to pay for services until all outstanding Incident Reports for the month have been satisfactorily submitted to the Department's Liaison Officer.

#### **IV. Uniforms**

##### **A. General**

All Guards performing under a Department Contract Release, including the Supervisors, shall be properly uniformed. Contractor shall provide at least two sets of uniforms to each Guard performing under a Department Contract Release at the Contractor's expense at the start of hire and provide replacement uniforms as needed. All Guards performing under a Department Contract Release shall wear the same identical uniform and name tag. All Guards performing under a Department Contract Release shall maintain a neat, orderly and presentable appearance at all times.

##### **B. Uniform Attributes**

Unless advised otherwise by the Department's Liaison Officer. Contractor shall provide all Guards performing under a Department Contract Release with a police/military style uniform in the following colors and pieces:

- i. Uniform shoes/boots will be black in color and plain toe;
- ii. Uniform black pants;
- iii. Uniform white button up Shirt (Not a t-shirt);
- iv. Uniform black security Guard jackets with the word "Security" printed on the back and upper arms; and
- v. Contractor issued name tag.

##### **C. Equipment Requirements**

Contractor shall provide all Guards performing under a Department Contract Release 2-way radios and ear piece for use while performing security services at each facility. On-Site Guard Supervisors shall be accessible by cell phone and a radio.

#### **V. Security Guard Qualifications**

##### **A. Records of Qualifications**

1. Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, timesheets, payroll, and termination.
2. The Department's Liaison Officer or his/her designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. No later than 10 business days after a request is made for qualifications, Contractor shall provide as-needed proof of such qualifications.

## B. Qualifications

1. **Education.** All security guard working under a Department Contract Release shall possess a high school diploma or a General Equivalency Diploma (“GED”) equivalent. Having some college education is preferred; and
2. **English Proficiency.** All security guard working under a Department Contract Release shall have the ability to speak, read, and understand English at a proficiency level. Guards shall be able to communicate in English verbally and in writing. All Guards performing under a Department Contract Release shall have the ability to speak, read, understand, and properly use documents written in English at a proficiency level. For example, duties will include the composition of various reports, both in writing and verbally.
3. **Training.** Training shall be arranged by the Contractor and at the Contractor’s expense. Contractor shall establish, implement, and execute a training program as approved by the Department’s Liaison Officer.
  - a. **Guards Who Do Not Pass Required Training.** Any Guard that does not meet the training requirements detailed in Section **Error! Reference source not found.**5, above, is unfit to provide services under a Department Contract Release. If any employee is deemed 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.
  - b. **Proof of Training.**
    - i. Contractor shall provide training material, test results, completion certification and affidavits to the City for review upon request to provide services under a Department Contract Release.
    - ii. Contractor must keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination. 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 Department at any time. The Department reserves the right to attend and observe a training course/class/session provided to Guards performing under this contract. The Department’s Liaison Officer or their designated representative(s) may require proof of such qualifications at any time from either the employee or the

Contractor. The City reserves the right to inspect the Training results. Contractor shall provide reports to Department's Liaison Officer or their designated representative(s) if requested.

**4. Criminal Background Check Policy**

- a. Contractor shall maintain a Criminal Background Check Policy as approved by OCA, and if applicable, the Department's Liaison Officer, conducted in compliance with San Francisco Administrative Code Chapter 12T Fair Chance Ordinance.
- b. The Criminal Background Check Policy must be distributed to all Guards performing services under a Department Contract Release.
- c. The Contractor shall utilize a third-party administrator to conduct criminal background checks for all guards assigned under a Department Contract Release.
- d. The Criminal Background Check Policy must identify:
  - i. Possession of a prohibited conviction or status.
  - ii. Directly-Related Convictions, as defined by the San Francisco Administrative Code Chapter 12T, including:
    - (a) Felony or serious misdemeanor convictions(s) during the last five years.
    - (b) A serious misdemeanor conviction, including crimes involving moral turpitude.
    - (c) Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.
- e. Contractor shall not assign any guards to a Department Contract Release who have failed a criminal background check.
- f. On every anniversary date of a Department Contract Release, Contractor shall conduct annual criminal background checks for all Guards performing under a Department Contract Release.
- g. Contractor shall immediately remove and replace, at no additional cost to the City, any Guard performing under a Department Contract Release who fails a criminal background check.

- h. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including, but not limited to criminal background checks.
- i. The City reserves the right to inspect the criminal background check results.

**5. Drug and Alcohol Testing Policy**

- a. Contractor shall establish a Drug and Alcohol Testing Policy as approved by OCA and, if applicable, the Department's Liaison Officer that complies with the San Francisco Police Code Section 3300A.5, and produce any documentation necessary to establish its compliance with Section 3300A.5.
- b. The Drug and Alcohol Policy must be distributed to all Guards performing services under a Department Contract Release.
- c. Drug and Alcohol Tests must be conducted by an independent and certified third-party.
- d. Drug and Alcohol Tests must be for, at a minimum:
  - i. Alcohol use, by means of a breathalyzer test; and
  - ii. Drug use (5 types: cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen.
- e. Contractor shall not assign any guards to a Department Contract Release who have failed a drug and alcohol test.
- f. On every anniversary date of a Department Contract Release, Contractor shall conduct annual drug and alcohol testing for Guards performing under a Department Contract Release.
- g. Contractor shall immediately remove and replace, at no additional cost to the City, any Guard performing under a Department Contract Release who fails a drug and alcohol test.
- h. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including, but not limited to drug and alcohol tests.
- i. The City reserves the right to inspect the drug and alcohol test results.

## **VI. Unfit Security Guards**

### **A. City's Right to Question Guards**

City may, at any time they deem it necessary, question the Security Guard on duty to ensure that they are knowledgeable of the building's services and duties.

### **B. City's Right to Remove Security Guards**

The Department's Liaison Officer reserves the right to direct Contractor to remove any personnel from its Premises at any time it desires and for any reason, with or without cause.

### **C. Removal and Replacement of Unqualified Security Guards**

- a. Any Guard that does not meet any of the qualifications detailed in this section is unfit to provide services under a Department Contract Release. The City considers any condition which renders the Guard incapable or unfit for performing their duties is 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. The burden of proving that a Guard is qualified and in compliance with a Department Contract Release shall rest on the contractor and the ultimate decision shall belong to the City.
- b. Any Guard that fails to perform the duties detailed in a Department Contract Release or meet the qualifications detailed in this Master Agreement will be considered unqualified and Contractor shall dismiss the Guard from work under a Department Contract Release.
- c. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by the Contractor at no additional cost to the City.

## **VII. Employee Records**

### **A. Availability**

1. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination.
2. At all times, Contractor shall store records and payroll records of employees' time for which the City is charged: (a) electronically and made available upon request;

or (b) maintain records and payroll records for employees' time for which the City is charged within 100 miles of San Francisco.

**B. Retention Period**

All records will be made available for audit and re-audit for the entire term of the Master Agreement and for two years after the period of the Master Agreement.

**VIII. Guard Shifts**

**A. Schedule**

Contractor and the Department's Liaison Officer shall develop a shift schedule based on the Department's staffing need. During the term of the Services, the City reserves the right to modify the parameters of staffing as needed.

**B. Change in Shifts**

Provided the City gives a written one (1) week notice of changes to the regular shifts detailed below, the City shall have the right to revise at any time without any penalty or additional cost to the City. Changes can include:

1. the hours per shift;
2. the number of Guards per shift;
3. the number of shifts per day; and
4. the reassignment of security forces. Guards shall be reassigned within five calendar days of the City's request.

**C. Rest and Meal Break Schedule**

Contractor shall provide all legally required rest and meal breaks to their security guards and it shall be done in a manner that does not compromise security operations and coverage requirements for this site.

**IX. Electronic Watchclock Guard Tour Reporting System**

**A.** If requested by a City Department for a location/event, all guard tours shall utilize an electronic watchclock guard tour reporting system. The Contractor shall provide, install and maintain their electronic reporting system at the Contractor's sole cost and expense. Lost cards/wands/probes/memory buttons are the responsibility of the Contractor to replace. System components are the property of the Contractor and shall be installed at the start of the contract term and removed by the Contractor upon termination or expiration of the contract term.

**B.** The electronic watchclock guard tour reporting system shall include two (2) portable electronic collection devices and approximately twenty (20) data transfer

devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons. The location strips/buttons will be placed at locations to be designated by the City Department. The City Department reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3 months) in order to avoid a routine that will be noticed by perpetrators.

- C. The relocation of the devices will be designated by the Department's Liaison Officer.
- D. The City Department shall be able to view data collected by the electronic watchlock guard tour reporting system at any time, 24 hours a day. The Contractor shall deliver a copy of the previous day's watchlock guard tour report to the City Department at the start of every weekday/non-holiday work day. All watchlock guard reports may be emailed or electronically transferred to a compatible City computer.

**X. Performance Metrics**

Contractor shall guarantee that its employees meet all performance requirements under this Master Agreement, which includes all City Departments Purchase Orders, to the highest level of service. Failure to perform according to the Master Agreement and a Department Contract Release's requirements, will result in a negative performance point and the application of a monetary credit in favor of the City each time a negative performance point threshold is exceeded.

**A. Documentation**

Negative performance points will result from feedback and observations provided by City employees, in writing. Documentation will consist of a brief description of the performance failure incident, date, and approximate time of occurrence. City shall send a notification letter to Contractor notifying them when a threshold has been exceeded and when the credit will be applied.

**B. Performance Thresholds and Credits to City**

The below performance thresholds will be strictly enforced by the City. Once a performance threshold is exceeded, the City will be entitled to a monetary credit, in the amounts shown below, from Contractor. The City shall deduct an amount equal to the credit amount from any payment due or to become due to the Contractor under this Master Agreement or any other agreement between the Parties.

<b>Performance Failure</b>	<b>Allowable Negative Performance Points Threshold</b>	<b>Credit to City When a Threshold is Exceeded</b>
Failure to provide required levels of personnel and hours of coverage for a shift as set forth in a Purchase Order.	1 per Purchase Order	\$100
Failure to reassign, remove or replace a guard within 5 calendar days of a request by the City.	1 per Purchase Order	\$50 per day that guard remains on same shift following the allowed time period
Failure to report to duty with all uniform elements required.	1 per Purchase Order	\$25
Failure of a Guard to ensure coverage requirements are met for assigned site and duration. This includes tardiness (late for shift by more than 15 minutes), early departure before end of shift (departs before end of shift, by more than 5 minutes), and extended rest and meal breaks.	1 per Purchase Order	\$50
Failure to provide services as instructed by Facility Manager or his/her designee.	1 per Purchase Order	\$50
Failure of a Guard to respond to a situation while on duty.	1 per Purchase Order	\$50
Failure of a Guard to appropriately respond to a situation while on duty.	1 per Purchase Order	\$50
Inappropriate language used while on duty.	1 per Purchase Order	\$50
Failure to adhere to professional and organizational codes of conduct. Prohibited behavior includes, but is not limited to, insubordination, violence, threats, involvement in a security breach, improper access private information, use of Facility resources for personal use,	1 Per Purchase Order	\$300

participation in the commission of a crime.		
Failure to submit an Incident Report or Daily Report within the time stated in the Master Agreement.	1 per Purchase Order	\$100 per day, following the allowed time period
Failure to provide proof of drug and alcohol testing, criminal background check, and/or training to City within the timeline request by the City.	3 per Purchase Order	\$100 per day, following the allowed time period
Failure to address Guard performance deficiencies.	1 per Purchase Order	\$100 per day, following the allowed time period

## Appendix B

### Calculation of Charges

**I.** Contractor's Contract Rate shall be provided on an individual order basis in accordance with Section 7.A of Appendix C (Ordering by City Departments).

**II.** Contractor's Contract Rate will be the required Prevailing Wage rate for each guard pursuant to Administrative Code 21C.11 plus the Percent Markup designated below.

$$\text{Prevailing Wage Rate} + \text{Fringe Benefits} + \text{Contractor's Percent Mark Up} = \text{Contract Rate}$$

Contractor shall identify on each invoice to City:

- 1) The total hourly rate paid by Contractor to each Security Guard, which rate shall be inclusive of the Prevailing Wage Rate + Fringe Benefit; and
- 2) Contractor's markup over the total hourly rate paid by Contractor to each Security Guard

**III.** The City's Prevailing Wage rates can be found at the Office of Labor Standards Enforcement's website <https://sf.gov/information/understanding-prevailing-wage-non-construction-workers>.

**IV.** The City's Prevailing Wage rates are subject to change in accordance with Administrative Code 21C.11.

**V.** The Contractor's Percent Markup above Prevailing Wage are as follows.

Description	Unit of Measure	Percentage Mark-Up over Prevailing Wage Rate
Armed Security Guard- Weekdays	Each	25%
Armed Security Guard- Weekends	Each	25%
Armed Security Guard- Holidays	Each	25%
Unarmed Security Guard -Weekdays	Each	25%
Unarmed Security Guard -Weekends	Each	25%
Unarmed Security Guard -Holidays	Each	25%
Supervisor Guard- Weekdays	Each	25%
Supervisor Guard- Weekends	Each	25%
Supervisor Guard- Holidays	Each	25%

## **Appendix C**

### **Regulatory and Compliance Requirements**

#### **1. Reserved (Delivery)**

#### **2. Price**

Only prices that appear on Appendix B will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Prices shall be exclusive of any Federal, State, local sales or use tax. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

#### **3. Price Adjustment**

A. Contractor's Percent Mark Up over Prevailing Wage rates are to be firm for the term of the Master Agreement, from start date through the end of the term, including extensions.

**B. Reserved (How Price Adjustments will be Calculated).**

#### **4. Additional Services.**

If, in the satisfaction of governmental interests it is necessary to purchase additional Services from Contractor, additional Services may be added to this Master Agreement by mutual agreement of the Parties in accordance with Chapter 21 of the San Francisco Administrative Code.

#### **5. Regulatory Requirements**

##### **A. Bureau of Security & Investigative Services ("BSIS") Business Registration.**

Contractor shall keep a current license with BSIS in good standing throughout duration of this Master Agreement and any Department Contract Release associated with this Master Agreement.

##### **B. Bureau of Security & Investigative Services ("BSIS") Guard Registration.**

Contractor shall ensure all guards providing services under this Master Agreement and any Department Contract Release associated with this Master Agreement. keep current licenses in good standing throughout duration of the Master Agreement and any Department Contract Release associated with this Master Agreement. Contractor shall immediately remove guard from premises upon notice of lapse in BSIS Registration and replace with another qualified guard as defined in Appendix A. Contractor shall not re-instate any guard removed for lapse in BSIS Registration until guard's BSIS Guard Registration is in good standing.

#### **6. Other Requirements.**

**A. Hours of Operation:** Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the Master Agreement and any Department Contract Release associated with this Master Agreement, and be open at all times during that period.

**B. Support:** Contractor shall be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall provide personnel with in-depth technical knowledge of the products the Contractor is providing under this Master Agreement and any Department Contract Release associated with this Master Agreement., to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).

**C. Measurements:** Contractor shall provide qualified personnel at one or more reasonable and convenient locations in San Francisco to make measurements, fit and make proper alterations and distribute uniforms and uniform accessories. The Contractor's changing/fitting areas must not be viewed from the public portion of the retail outlet and must provide a secure environment for the guards and their equipment at no additional cost to the City or City Employees.

**D. Infectious Disease Terms:** Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:

**a. Infection Control, Health and Safety:**

**i.** Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

**ii.** Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

**iii.** Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and

based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

**iv.** Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.

**v.** Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

**vi.** Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

**vii.** Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

**viii.** Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

**ix.** Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

**b. Aerosol Transmissible Disease Program, Health and Safety:**

**i.** Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

**ii.** Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

**iii.** Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

**iv.** Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

**v.** If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

**Appendix D**  
**Reserved (BAA)**