

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT (this "Assignment") is made as of **October 23, 2015**, in San Francisco, California, by and between **Guardsmark, LLC** ("Assignor") and **Universal Protection Service** ("Assignee").

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated **February 1, 2014** between Assignor and City and County of San Francisco, a municipal corporation ("City"). The term "Agreement" shall include any amendments or modifications set forth in Appendices A and A-1 attached hereto and made a part hereof.

(b) **Effective Date.** "Effective Date" shall mean **October 23, 2015**.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date.

3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor's duties and obligations under the Agreement, to the extent arising on or after the Effective Date.

4. **Mutual Indemnities**

(a) **Assignor.** Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of (a) any failure of Assignor to convey its interest pursuant to Section 2, free and clear of all third-party liens, claims or encumbrances or (b) any breach by Assignor of the Agreement or any other failure to perform or observe any of the duties or obligations of Assignor thereunder, to the extent such breach or failure arises prior to the Effective Date.

(b) **Assignee.** Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee of the Agreement or any other failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment.

5. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

6. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

7. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.

8. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

Guardsmark, LLC
Ira A. Lipman
350 Sansome Street, Suite 500
San Francisco, CA 94104
Fax: 925-736-6615

If to Assignee:

**Universal Protection Service
Rick Farmer
1551 Tustin Avenue, Suite 650
Santa Ana, CA 92705
Fax: 714-619-9701**

If to City:

**Office of Contracts Management, G000
Human Services Agency
P.O Box 7988
San Francisco, CA 94120-7988
john.tsutakawa@sfgov.org
Fax: 415-557-5679**

12. **Consent of City; No Release of Assignor; Waivers.** Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Agreement. City shall be a third party beneficiary of this Assignment (other than Section 4) and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform under the Agreement, and Assignor assumes full responsibility for obtaining any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with the Agreement, or (c) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee (including, without limitation, Section 4(b)) or against any other person unless and until all obligations to City under the Agreement and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under the Agreement. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under the Agreement to: (i) renew, modify or extend the time for performance of any obligation under the Agreement; (ii) take and hold security for the payment of any obligation under the Agreement and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR

ASSIGNEE

Guardsmark, LLC
Vendor Number: 59665

Universal Protection Service
Vendor Number: 69051

By 

By 

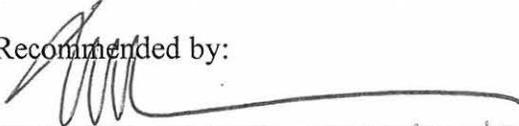
Title VP

Title VP

Subject to Section 12 of this Assignment, City hereby consents to the assignment and assumption described in Sections 2 and 3 of this Assignment.

CITY

Recommended by:



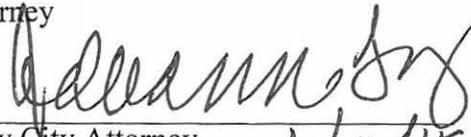
Signature for Department 11/19/15

Trent Rhorer
Printed Name

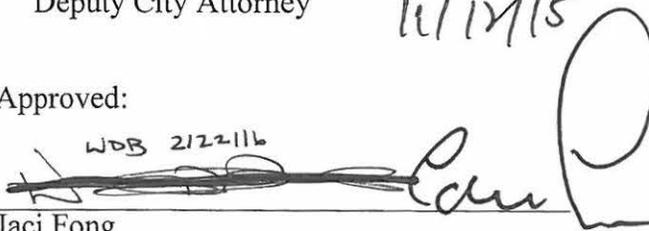
Executive Director, Dept. of Human Services
Title and Department

Approved as to Form:

Dennis J. Herrera
City Attorney

By 
Deputy City Attorney 11/19/15

Approved:


WDB 2/22/16

Jaci Fong
Director of Office of Contract Administration/ Purchaser

for
Pen

Appendix A – Scope of Services to be Provided by Contractor

Guardsmark GP

February 1, 2014 to January 31, 2018

I. Purpose

The goal of the contract is to provide security services for all departmental facilities listed on Appendix D. This includes: providing assistance and information; maintaining order; deterring intrusion, disputes, violence, theft and vandalism; and responding to emergencies. The Human Services Agency should be adequately staffed with guards and supervisors to provide a safe working environment for all employees of the Department and safe areas for clients and the general public that are served throughout all department locations. HSA sees great potential in the creative use of technology enhanced equipment and personnel to provide more cost-efficient and effective security.

Mission Partnership Statement®

The specific duties of Contractor personnel and the manner in which they will be carried out shall be mutually developed by City and Contractor and set forth in writing in the Mission Partnership Statement® document applicable to the Department's facilities. This Agreement, together with the Mission Partnership Statement® document, shall be the exclusive agreement with respect to the duties of Contractor and Contractor personnel at each designated site. In the case of any conflict or inconsistency between the Mission Partnership Statement® document and this Agreement with respect to standards of performance, limitations of liability or indemnities, this Agreement shall be governing and control.

II. Definitions

CCSF	City & County of San Francisco
CLO	Contractor Liaison Officer
Contractor	Guardsmark GP
HSA, also Department	Human Services Agency
DLO	Departmental Liaison Officer
OCM Mission Partnership Statement A.K.A Posting Orders	Office of Contract Management, DHS Copyright protected document listing detailed deployment/posting orders for each site final version due 90 days post contract start date

III. Specification of Contractor Requirements

Contractor's License

The Contractor shall submit proof of possession of current license under the State of California Bureau of Consumer Affairs. In addition, Contractor must adhere to the California Business and Professions Code as outlined by State license requirements. The Contractor's license must continuously be in full force and effect for duration of contract. Failure to maintain this requirement shall be considered a material breach of contract and grounds for default.

IV. Specification of Contractor Services and Responsibilities

A. Adequate Security Coverage through Personnel and Technology.

Contractor shall adequately staff all designated facilities of The San Francisco Human Services Agency with guards and supervisors. Adequate staffing will provide a safe working environment for all employees of the Department and safe waiting areas for clients and the general public accessing services at department locations.

B. Building Location Profiles.

Prior to Contractor commencing work under this agreement the Department will provide to Contractor, Building Location Profiles of the nineteen (19) HSA sponsored sites that require security services and update the profiles as needed. These profiles will include the square footage, floors, hours, occupants, number of employees & clients, equipment, and traffic patterns and other comments, regarding each of the buildings. (See building profiles Appendix D)

C. Acknowledgement of Authority of Department Liaison Officer.

The Department has designated Department Liaison Officer (DLO) who shall act on behalf of HSA. In addition, the Department will provide the Contractor with contact phone numbers for 24 hours per day, 7 days a week emergency contact. The HSA staff (duty engineer or DLO) assigned to this duty will have the authority to handle emergency situations.

D. Holidays

Regular scheduled security guard services will not generally be required on the City holidays listed below except at the following facilities that operate 365 days per year: Guards not scheduled to work on Holidays shall receive holiday pay in accordance with the Minimum Compensation Ordinance.

1. Next Door Shelter 1001 Polk Street
2. MSC South Shelter 525 Fifth Street
3. Sanctuary Shelter 235 8th Street
4. 2115 Jennings Street

5. 260 Golden Gate Avenue

The City holidays are as follows:

• New Years Day	• Columbus/Indigenous Peoples Day
• Martin Luther King Jr. Day	• Veterans Day
• Presidents Day	• Thanksgiving Day
• Memorial Day	• Day After Thanksgiving Day
• Independence Day	• Christmas Day
• Labor Day	

E. Annual Evaluation and Site Survey.

The Contractor shall conduct an annual evaluation and security site survey of each HSA location listed in Appendix D. The Contractor shall report the results of this annual evaluation and make recommendations to enhance the overall building security at each location. Within the first 90 days of the effective date of this Agreement, the Contractor shall submit an efficiency plan that reviews the existing deployment plan for each site and propose methods to reduce costs through enhanced technology or improved staffing patterns.

F. Emergency and Disaster Preparations.

The Contractor shall work with the department to prepare a comprehensive disaster and emergency response plan both City and Contractor personnel responsibilities. This plan will be in draft form within 160 days of commencement of contracted services.

G. Responsibilities of Contractor

Contractor agrees that the services to be performed by it herein, including the locations and areas for which services are to be required, the hours that such services are to be maintained and the number of trained, equipped and qualified Security Guards to be furnished by the Contractor hereunder shall be subject to the approval of the DLO.

Contractor as Employer

All Security Guards will be employees of the Contractor. The Contractor shall be responsible for the hiring, training, equipping, supervising, directing and discharging of the Security Guards. The Contractor shall be responsible for the payment of all Federal, State, and local taxes holiday and overtime wages. Wages and benefits shall be adequate to provide a stable, well-trained and professional security workforce and adhere to all local regulations, including the Minimum Compensation Ordinance and the Health Care Accountability Ordinance.

Contractor shall require all guards reporting for Departmental duty to have current guard cards as issued by the State Department of Consumer Affairs (see Business and

Professions code section 7583.11) in their possession. Contractor shall provide to the Department a photocopy of current guard cards for all guards assigned to DHS facilities. Photocopies of valid guard cards for new employees shall be provided prior to their start date at DHS sites. Photocopies of guard card renewals or proof of payment for the renewals shall be provided to the Department upon receipt by Contractor. If the Contractor has obtained any criminal history data as part of a background check for any of the security guards assigned to DHS, copies shall be provided to DHS.

Removal and Replacement at Department's Discretion

The DLO may verbally request and confirm in writing that Contractor remove any Security Guard from its premises at any time, for any reason whatsoever, and Contractor shall provide immediate replacement.

Contractor shall not assign Persons with the following backgrounds as Security Guards for this contract:

- Felony or serious misdemeanor convictions(s) during the last five years.
- Persons presently on probation or parole.

H. Security Guard Roles and Responsibilities

- Provide assistance and information; maintain order; deter intrusion, disputes, theft and vandalism; respond to emergencies; and intervene in hostile confrontations.
- Proactively prevent incidents/offenses before they may occur
- Observe and report incidents/offenses during and after they have occurred

I. Uniform and Equipment Requirements

Security Guards are to be uniformed, unarmed and equipped as required herein. Contractor shall, at no additional cost to City, supply all necessary uniforms and equipment including but not limited to the following:

- All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag at all times. The Human Services Agency reserves the right to require the wearing of one of two different styles of uniforms from Contractor's standard uniform inventory.
- Uniform shall consist of one dress uniform with blazer and one utility uniform (no jumpsuits). Prior to commencement of services under this Agreement, the Human Services Agency must approve all uniforms. Any changes in the uniform style or color will be at no cost to the City.
- The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Contractor shall provide to the City: 1.) Two-way security radios or cell phones with earphones to each guard (including one with a battery charger for the DLO) 2.) Automobiles or other motor vehicles as required 3.) All other equipment necessary to the successful execution of the services required under this Agreement. 4.) Verifiable time records shall be kept electronically and manually for each employee assigned to provide service under this Agreement. All such records will be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

J. The following are general procedures that shall be delineated specifically in the Mission Partnership Statement/Posting Orders for each site covered under this contract.

1. Entrance Control: Contractor shall operate and enforce a system of personnel identification and a package inspection and movement procedure (path of travel). This shall include screening people entering specified HSA facilities for weapons by use of HSA-provided metal detectors or wands. Contractor shall monitor video surveillance equipment as detailed in posting orders for each site.
2. Patrol: Contractor shall make security, fire and safety patrols as defined in the Mission Statement/Posting Orders. Contractor shall assure a mixture of guards of each gender to adequately patrol and search restrooms as needed.
3. Rules and Regulations: Contractor shall comply with all Department rules and regulations and policies for the operation of each site. These rules, regulations and policies will be detailed in the mission Partnership statement/Posting orders for each site.
4. Lost and Found: Contractor shall manage procedures for lost and found articles as a part of entrance control procedures for each applicable site.
5. Unauthorized Access: Contractor shall discover and report persons attempting to gain unauthorized access to the property
6. Reports and Records: Contractor shall prepare and submit required reports on accidents, fires, bomb threats, unusual incidents, unlawful acts and facility related concerns. Such reports shall be kept and transmitted electronically and must be legible.
7. Emergencies: Contractor shall respond to emergency situations as required by established procedures Contractor shall assist in the evacuation of buildings under direction of Department of Human Services Management
8. Safety: Contractor shall observe and report safety hazards as required by established procedures in the daily incident reports.
9. 24 Hour Emergency Response to Include Disaster Response
Contractor shall provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response in accordance with the protocols mutually established with the Department and documented in the Mission Partnership Statement/Posting Orders. When facility alarms are activated in any of the Department buildings, the response protocol is for the alarm company to notify Security Contractor first, security shall immediately notify the DLO or designee if it is determined that it is not a false alarm. The Contractor shall have procedures in

place for response, investigation and if necessary, notification of the San Francisco Police Department.

12. Serving DHS communities

Contractor shall provide culturally competent staff where possible and shall have procedures to communicate with non- or limited-English speaking clients (particularly Spanish, Vietnamese, and Chinese and Russian-speaking clients). Bilingual DHS staff is available at most building locations during hours of duty for assistance to the Contractor's staff with communications to non or limited English speaking clients.

13. Authorization of Overtime

All prescheduled use of overtime shall be approved in writing in advance of the overtime to be worked by the DLO. When directed by the DLO to provide additional security or redeploy security staff services with less than 24 hour notice to the contractor, the contractor may charge the approved overtime rate listed in Appendix B of this Agreement. After the first 24 hour period, the Contractor shall use its best efforts to provide the additional services at the straight time rate thus minimizing the overtime expense to HSA. Overtime may be required in special circumstances as needed and authorized verbally or through other media (text-email-verbal) from the DLO or his representative. Documentation of this overtime shall be in the incident report submitted the next day following such an event requiring overtime or special services.

14. Timesheets

Contractor will enforce proper segregation of duties in the approval of timesheets. Contractor must ensure the timekeeping process contains adequate checks and balances. Use of electronic time keeping systems shall be implemented within 90 days of the contract start dates as proposed in RFP #555. All time records will be subject to auditing processes by the City.

K. Training

Contractor shall, at no cost to the City, adequately train all employees assigned to provide service under this Agreement. Training shall include but may not be limited to the following:

Audio/visual training and testing on:

- Powers of arrest and right to restrain;
- Fire protection and how to react in the event of fire and proper use of fire extinguishing equipment.
- Occupational hazards to maintain safety for employees;
- Proper report writing;
- Safe patrolling;
- Universal precautions for preventing infectious disease
- CPR certification by the AHA

The Contractor shall provide sufficient training to ensure that all Security Officers and other assigned staff are physically able and competent to perform all duties required under this contract.

The Contractor, at no cost to the City, shall provide a minimum of eight hours training to introduce basic security subjects as they relate to DHS security and safety prior to assignment. Requirements must include:

Property Protection	Access Control
Safety	Public Relations
Patrol Techniques	Client Relations
Fire Prevention & Control	Reports
Communications	Grooming
Standards of Conduct	Uniform Appearance
CPR certification by the AHA	

The pre-assignment training shall cover preparation of reporting forms such as Daily Activity Logs, Daily Activity Reports and Incidents Reports. It shall also cover the Contractors benefits, personal policies, conditions of employment, and rules and regulations. All assigned Security Guards shall have the ability to speak, read, write, understand and properly use documents written in English.

In addition the Contractor shall, at no cost to the City, provide training and appropriate certifications as follows:

1. CPR and First Aid

All guards must be American Heart Association CPR and First Aid certified by an outside agency within three months of assignment to HSA facilities. Certificates must be maintained and kept current for guards with over three months at HSA sites. The Contractor shall provide copies of First Aid and CPR certificates to HSA.

2. Core Course for Supervisors

The Contractor shall provide a minimum of eight hours in supervision and management of courses to new supervisors within three months of their assignment.

3. Record of Training Attendance

The Contractor shall keep a record of training attendance up to date and available for review at any time by HSA. The Contractor shall provide training reports to HAS on a quarterly basis including courses offered, security guards in attendance, and any applicable ratings.

The core training blocks provided by the Contractor may be waived for qualified employees if the Contractor can provide sufficient documentation that employees

have comparable experience in lieu of training (e.g. former peace officers). This determination shall be made at the discretion of the Department.

The Contractor shall require each Security Officer to satisfactorily complete a series of examinations covering all training subjects. Time spent in satisfying these training requirements shall not be billed under this contract.

L. Electronic Time Accounting System

Contractor will maintain an electronic time accounting system that can be reconciled to a specific Security Officer's time accounting by site and day of coverage provided.

V. **Contract Oversight**

- A. The Guardsmark Director of Security, is the program administrator and responsible for daily operations and the overall performance of the contract.
- B. The DHS Director of Contracts and Facilities or their designees are responsible for overseeing the program and evaluating contract design and performance.
- C. The Department will designate a Department Liaison Officer (DLO), on call 24 hours per day, seven (7) days per week, who shall have authority, in addition to Contractor's supervisory staff, over all of the Contractor's employees assigned to work on this contract, as needed.
- D. The Contractor shall assign a member of their management staff as Contractor Liaison Officer (CLO) to the Department of Human Services at no additional cost to the City. The CLO will be on call 24 hours per day, seven (7) days per week and shall have the authority to hire, fire, replace, or reassign Contractor's employees, upon discussion with Department Liaison Officer, and without prior approval of higher authority. The Contract Liaison Officer must first be approved by the Human Services Agency prior to assignment.
- E. Department and Contractor staff will meet on a regular basis (at least monthly) to plan training sessions and review the progress and performance of the program.

VII. **Reporting Requirements**

- A. Copies of all reports listed below must be submitted separately to each of the following via e-mail and/or regular mail:
 - 1. Director of Contracts
David Curto, G000 (David.Curto@sfgov.org)
 - 2. Facilities Manager
Don Fraser (Don.Fraser@sfgov.org)
 - 3. The mailing address is:
City and County of San Francisco
Department of Human Services
P.O. Box 7988

B. Incidence Reports

1. Written incident reports are required in each instance that:
 - Guard makes any physical contact with a member or members of the public, City staff or other guards.
 - Guard makes a citizen's arrest.
 - Guard is required to intervene between any two or more persons including other guards.
 - Guard witnesses or is told about any crime or suspected crime.
 - Guard witnesses or is told about any incident in which there is a potential injury whether or not medical attention is immediately required
 - Guard witnesses or is told about loss or damage to public or private property.
 - Guard discovers after hours any unlocked doors or any activated alarms, false or otherwise.
 - Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
 - Guard witnesses or is told about any other incident or unusual circumstance occurs that should be brought to Department's attention
 - Guard is requested by DHS Support Services Director or DHS Investigations Director to make any report.
 - Guard observes any safety or hazardous condition at any DHS site.
2. Copies of all written incident reports are to be submitted by 9:00 A.M. of the next ordinary working day to HSA Department Liaison Officer, L000 electronically as proposed in response to RFP #555 or as mutually agreed to by the DLO at address above.
3. Contractor will immediately notify the Department Liaison Officer verbally or text whenever a serious incident occurs including those involving injury to DHS employees and/or clients, and/or significant property damage.

C. Quarterly Training Reports

1. At the commencement of the contract and quarterly thereafter, or when a significant change in personnel occurs, Contractor shall ensure that security guards are receiving training required.
2. The Contractor must provide the Director of Contracts and Facilities with a copy of their lesson plan, dates, times, and location of each block of instruction. Resume for each instructor of the above must be submitted at least seven days prior to the commencement of training.

D. Annual Report

Two copies of annual report shall be submitted separately by Contractor to HSA staff referenced above before December 31 of each year of contract term. The annual report is to include:

1. Evaluation of the effectiveness of Contractor's services to date in meeting goals and objectives, as outlined in contract.

2. Summary of methods for security improvements originally planned and actually implemented by means of equipment, staffing or other creative mechanisms.
3. Summary of unusual incidents reported and trend analysis in past 12 calendar months.
4. Recommendations for additional new security improvements, including a cost analysis for potential departmental implementation. The Contractor shall provide an annual evaluation and security site survey of each HSA location referenced in this contract. The Contractor shall make recommendations to enhance the overall building security at each location.
5. Results of annual customer (HSA staff and clients) survey and representative sampling of responses.
6. Issues of concern that should be brought to Department's attention and other recommendations.

E. Other Reports as required and mutually agreed to.

APPENDIX A-1

Amendments

VII. Reporting Requirements

- A. Copies of all reports listed below must be submitted separately to each of the following via email and/or regular mail:
1. Director of Contracts, John Tsutakawa (John.Tsutakawa@sfgov.org)
 2. Facilities Manager, Robert E. Walsh (Robert.Walsh@sfgov.org)

**Appendix B –Rate Schedule
February 1, 2014 - January 31, 2018**

YEAR 1

Term: February 1, 2014 – January 31, 2015

Estimated Hours: 160,000 Hours

Straight Time Billing Rate: $\$30.20 \times 157,600$ estimated hours = \$4,759,520

Overtime/Holiday Billing Rate: $\$45.30 \times 2,400$ estimated hours = \$108,720

Total Not to Exceed Amount: \$4,868,240

OPTION YEAR 2

Term: February 1, 2015 – January 31, 2016

Estimated Hours: 160,000 Hours

Straight Time Billing Rate: $\$30.55 \times 157,600$ estimated hours = \$4,814,680

Overtime/Holiday Billing Rate: $\$45.56 \times 2,400$ estimated hours = \$109,344

Total Not to Exceed Amount: \$4,924,024

OPTION YEAR 3

Term: February 1, 2016 – January 31, 2017

Estimated Hours: 160,000 Hours

Straight Time Billing Rate: $\$30.85 \times 157,600$ estimated hours = \$4,861,960

Overtime/Holiday Billing Rate: $\$46.01 \times 2,400$ estimated hours = \$110,424

Total Not to Exceed Amount: \$4,972,384

OPTION YEAR 4

Term: February 1, 2017 – January 31, 2018

Estimated Hours: 160,000 Hours

Straight Time Billing Rate: $\$31.15 \times 157,600$ estimated hours = \$4,909,240

Overtime/Holiday Billing Rate: $\$46.46 \times 2,400$ estimated hours = \$111,504

Total Not to Exceed Amount: \$5,020,744

Total Not to Exceed Amount

February 1, 2014 – January 31, 2018: \$19,785,392

BILLING RATE BREAKDOWN

Note: Bill rate breakdown based on average pay rate of \$16.00.

Security Officer Pay Rate: \$ 16.00

PAYROLL TAXES:

FICA/Medicare: \$1.22

Unemployment - Federal (FUTA): 0.13

Unemployment - State (SUTA): \$1.15

Workers Compensation: \$1.00

SF City Tax: 0.24

BENEFITS:

Health Care Insurance: \$2.40

Life Insurance: 0.22

Vacation: 0.44

Sick Leave: 0.13

401(k) Retirement Plan: 0.23

Tuition Assistance: 0.04

Uniforms: 0.40

Training: 0.71

*Human Services Agency will pay Guardsmark for regular shifts that fall on holidays

OTHER:

Selection/Screening: 0.79

Management & Supervision: 0.77

General Liability Insurance: 0.57

OVERHEAD:

Branch Overhead: \$1.28

General & Administrative: 0.63

Corporate/Regional Services: 0.70

Nextel Radio/Phones: 0.35

Profit: 0.80

Straight Time Bill Rate: \$ 30.20

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Contract Agreement, payments shall be made for straight time hours expended, overtime rates and holiday rates reported for each month. See Appendix B for contract billing rate schedule.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>
- III. Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall be in the format specified by SFHSA.
 - A. The invoice supplied shall include the total dollar amount claimed for each invoicing period by site location and guards worked. A summary sheet of each month's invoices shall be submitted with the invoices for that period.
 - B. The invoice will detail by site the name and number of hours charged for each security officer during the invoice period.
 - C. CFO or other authorized signer must sign certification on each page of the invoice.
 - D. With written approval from HSA Program/Contracts Manager, Contractor may adjust items within the existing billing rate of the contract in accordance with HSA's Office of Contract Management Policy for Budget Revisions.
 - E. Supporting Documentation, except as discussed below, should not be submitted with the invoice. However, Contractor must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Documentation shall include, but not be limited to, printout from the General Ledger of expenses and payroll records. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise.

G. Holiday Pay

City shall pay Contractor holiday rates of one and one-half (1.5) times the above rates per hour for the first eight (8) hours worked on each of the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and two (2) times the above rates per hour for all hours in excess of eight (8) actually worked by an individual employee. The Human Services Agency will pay Guardsmark for regular shifts that fall on holidays.

H. Authorization of Overtime

All use of overtime shall be approved in writing in advance of the overtime to be worked by the DLO. When directed by the DLO to provide additional security or redeploy security staff services with less than 24 hour notice to the contractor, the contractor may charge the approved overtime rate listed on page 3 of this document. After the first 24 hour period, the Contractor shall use its best efforts to provide the additional services at the straight time rate thus minimizing the overtime expense to DHS. Overtime shall be billed at a rate of 1.5 times the straight time rate. (See rate schedule)

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. Following SFHSA verification that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 days after receipt of the invoice and all billing information set forth above. See rate chart below.
- VIII. Within 60 days after the end of the contract period, Contractor shall submit a final report reflecting actual expenditures, which will be supported by the Contractor's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- IX. Advances or prepayments are allowable in order to meet the Contractor cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Contractor upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized contract award, or as mutually agreed upon. The advanced sum shall be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month contract the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be contracted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.

2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

X. Timely Submission of Reports - Failure to submit required reports by specified deadlines may result in withholding of contract payments.

Appendix D
HSA
Locations for Security Services
Locations subject to change during contract period

Current List of Properties:

1. 170 Otis Street
2. 160 South Van Ness Ave
3. 617 Mission Street (DCS)
4. 1235 Mission Street
5. 1640/1650 Mission Street
6. 3119/3120/3125/3127 Mission Street
7. 1440 Harrison
8. 1800 Oakdale
9. 3801 Third Street
10. 1001 Polk Street
11. 525 Fifth Street/695 Bryant
12. 235 Eighth Street
13. 2111 Jennings Street
14. 1315 Evans Ave (DCS)
15. 260 Golden Gate Ave
16. 1099 Sunnydale (DPH)
17. 39 Jones Street
18. 100 Whitney Young Circle
19. 2 Gough Street
20. 1801 Vicente
21. 77 Otis
22. 3450 Third Street

Parking Lots:

1. Brady/Colton/Colusa Lots
 - a. Roving patrol, tied to 2 Gough Services



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

June 24, 2014

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 46791-13/14, 49377-13/14, 46974-13/14, 40525-13/14, 47803-13/14, 47911-13/14, 49509-13/14, 42163-13/14, 42385-13/14, 47609-13/14, 48143-13/14, 44299-13/14, 2003-08/09, 2005-08/09, 4047-13/14, 4136-08/09, 4055-10/11, 4133-08/09 AND 4098-02/03.

At its meeting of June 16, 2014 the Civil Service Commission had for its consideration the above matter.

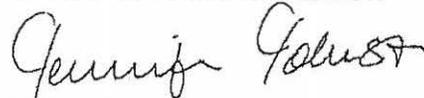
The Commission took the following actions:

- 1) Approved PSC #47083-13/14, with the condition that the Department of Public Health work with the Executive Officer to amend the PSC Form 1 to expand on the justification for contracting out, to be clear that it will not result in any displacements, and to correct the reference to the prior PSC under which those or related services were previously contracted out.
- 2) Approved PSC #42163-13/14, with the condition that the Public Utilities Commission work with the Executive Officer to amend the PSC Form 1 to expand on the definition of the scope of work being contracted out.
- 3) Approved PSC #42385-13/14, with the proviso that the Public Utilities Commission amends the description on the PSC Form 1 to make it clear that the request is for a contractor to provide on-site training and specialized work (not to provide laborer worker to avoid hiring laborers)
- 4) Conditionally approved PSC #2003-08/09, provided that the Human Services Agency and the employee organization (SEIU, Local 1021) continue their discussions on the PSC, and provided that the Human Services Agency submits a written report to the Commission by October 2014 on those discussions.
- 5) Approved PSC #4047-13/14, on the condition that the Municipal Transportation Agency works with the Executive Officer to update the PSC Form 1 to include information on why the contract was extended out further than originally anticipated.

- 6) Approved PSC #4133-08/09, on the condition that the Department of Public Health amends PSC Form 1 to clearly define the description of work being contracted out, and that it continues discussions with the affected union(s).
- 7) Approved the request for all remaining PSCs (PSC numbers 46791-13/14, 49377-13/14, 46974-13/14, 40525-13/14, 47911-13/14, 49509-13/14, 47609-13/14, 48143-13/14, 44299-13/14, 2005-08/09, 4136-08/09, 4055-10/11, and 4098-02/03).
- 8) Adopted the report; notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION



JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Parveen Boparai, Municipal Transportation Agency
David Curto, Human Service Agency
Cynthia Hamada, Municipal Transportation Agency
Jacquie Hale, Department of Public Health
Lavena Holmes, San Francisco Port Commission
Shamica Jackson, Public Utilities Commission
Greg Kato, Treasurer & Tax Collector Office
Stacey Lo, Public Utilities Commission
Danny Yeung, City Planning Department
Ben Rosenfield, Controller's Office
Jaci Fong, Contract Administration
Commission File
Chron

Posting for June 2, 2014
Proposed Personal Services Contract - Continual

PSC No	Dept Description	Amount		Description of Work	PSC Estimated	
		Per Term	Per Annual		Start Date	End Date
2000-08/09	HUMAN SERVICES	\$7,500,000	\$1,500,000.00	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	7/1/2009	Continual
2001-08/09	HUMAN SERVICES	\$65,000,000	\$13,000,000.00	Services include recruitment and support to perspective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills, mental and general health services.	7/1/2009	Continual
2004-08/09	HUMAN SERVICES	\$230,000,000	\$46,000,000.00	To provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of Social Security Administration, Supplemental Security Income, Personal Assisted Employment Services, CalWorks and/or low-incomes.	7/1/2009	Continual
2006-08/09	HUMAN SERVICES	\$25,415,000	\$4,420,000.00	Support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing, Security Services, planning and evaluation.	7/1/2009	Continual
2007-08/09	HUMAN SERVICES	\$327,750,000	\$57,000,000.00	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	7/1/2009	Continual
2008-08/09	HUMAN SERVICES	\$75,750,000	\$15,150,000.00	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	7/1/2009	Continual
2009-08/09	HUMAN SERVICES	\$14,950,000	\$2,600,000.00	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	7/1/2009	Continual

Total Amount: \$746,365,000 \$139,670,000.00

the department clarify at the meeting of June 16th what “piggybacking on the Airport” means; and Commissioner Favetti also requested that the department provide clarification on pages 5 and 7 of the department’s submission with regard to the training and notification to SEIU, Local 1021. (Vote of 5 to 0)

Recommendation: Adopt the report. Approve the request for Personal Services Contract #4070-09/10; Notify the Office of the Controller and the Office of Contract Administration.

(11) Review of Request for Approval of Proposed Personal Services Contract Number 30933-13/14. (File No. 0131-14-8) – Action Item

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
30933-13/14	Sheriff	Current Approved Amount \$65,000 Increase Amount Requested \$70,000 New Total Amount Requested \$135,000	Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am - 2:30pm.	Modification	Current Approved Duration 4/1/14-3/31/2015

June 2, 2014: Continued Personal Services Contract #30933-13/14 to the Commission meeting of June 16, 2014 so that the Sheriff’s Department can provide proper notice to the Transport Workers Union Local 250A. (Vote of 5 to 0)

Recommendation: Adopt the report. Approve the request for proposed Personal Services Contract #30933-13/14; Notify the Office of the Controller and the Office of Contract Administration.

(12) Human Services Agency’s Annual Report on Contracts Awarded under Personal Services Contracts with Continuing Approval—Personal Services Contracts Numbers 2000-08/09 through 2009-08/09. (File No. 0120-14-8) – Action Item

PSC#	Department	Amount	Type of Service	Duration
2000-08/09	Human Services Agency	Per Term \$7,500,00 Per Annual \$1,500,000	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	7/1/2009 – Continuing
2001-08/09	Human Services Agency	Per Term \$65,000,000 Per Annual \$13,000,000	Services include recruitment and support to prospective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills, mental and general health services.	7/1/2009 – Continuing
2003-08/09	Human Services	Current Approved Amount \$160,000,000	Multiple contractors provide childcare services to low-income and CalWORKs families through partnerships with other state licensed providers in various identified target neighborhoods.	1/5/2009-Continuing

Civil Service Commission Meeting Agenda

Regular Meeting of June 16, 2014

2004-08/09	Human Services Agency	Per Term \$230,000,000 Per Annual \$46,000,000	To provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of Social Security Administration, Supplemental Security Income, Personal Assisted Employment Services, Cal Works and/or low incomes.	7/1/2009 – Continuing
2005-08/09	Human Services	Current Approved Amount \$38,500,000	Provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWorks and PAES (Personal Assisted Employment Services) and other low-income individuals seeking employment.	7/1/2009-Continuing
2006-08/09	Human Services Agency	Per Term \$25,415,000 Per Annual \$4,420,000	Support services to the Agency include but not are limited to the following: legal process service courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing Security Services, planning and evaluation.	7/1/2009 – Continuing
2007-08/09	Human Services Agency	Per Term \$327,750,000 Per Annual \$57,000,000	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	7/1/2009 – Continuing
2008-08/09	Human Services Agency	Per Term \$75,750,000 Per Annual \$15,150,000	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	7/1/2009 – Continuing
2009-08/09	Human Services Agency	Per Term \$14,950,000 Per Annual \$2,600,000	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	7/1/2009 – Continuing

February 2, 2009: Postponed Personal Services Contract Numbers 2000-08/09 through 2009-08/09 to the meeting of March 2, 2009 at the request of SEIU Local 1021. (Vote of 5 to 0)

March 2, 2009: Postponed Personal Services Contract Numbers 2002-08/09; 2003-08/09 and 2005-08/09 to the meeting of March 16, 2009 at the request of SEIU Local 1021. The Commission stipulated this will be the last continuance granted. (Vote of 5 to 0)

Adopted the Human Resources Director's report on Personal Services Contract Numbers 2000-08/09; 2001-08/09, 2004-08/09, and 2007-08/09 through 2009-08/09 on the condition that: 1) IFPTE Local 21 and the Human Services Agency meet to discuss their concerns regarding funding options for the transition of work performed by Class 2819 and 2822 Health Educators and Assistant Health Educators back to the City, in conjunction with the Department of Public Health; 2) a written report on the progress submitted to the Civil Service Commission no later than six (6) months (September 7, 2009); and 3) Human Services Agency continue to meet and discuss in good faith with IFPTE Local 21 other classifications, the work of which could possibly be transitioned back to the City. (Vote of 5 to 0)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 License #0679263 Tustin CA 92780	CONTACT NAME: Universal Certificates PHONE (A/C, No, Ext): 714-824-8300 E-MAIL ADDRESS: UniversalCerts@wgbib.com	FAX (A/C, No): 714-573-1770
	INSURER(S) AFFORDING COVERAGE	
INSURED USAGM Topco, LLC Universal Protection Service, LLC Universal Protection Service, LP 1551 No. Tustin Ave. Ste. 650 Santa Ana CA 92705	INSURER A : LEXINGTON INS CO NAIC # 19437	
	INSURER B : PHILADELPHIA IND INS CO 18058	
	INSURER C : UNITED STATES FIRE INS CO 21113	
	INSURER D : XL SPECIALTY INS CO 37885	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 231311488 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			059332010	9/1/2015	9/1/2016	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$12,000,000 PRODUCTS - COMP/OP AGG \$Included E&O coverage Limit \$Incl in GL Agg
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1387275	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5821041528	9/1/2015	9/1/2016	EACH OCCURRENCE \$35,000,000 AGGREGATE \$35,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWE5000471 (CA/OH) RWD3000869 (AOS DED.) RWR3000870 (WI RETRO)	7/1/2015 7/1/2015 7/1/2015	7/1/2016 7/1/2016 7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

Attached Endorsements are:
 GL Additional Insured Form #LEXDOC021 LX0404, includes Primary non-contributory
 GL Completed Operations Form #LEXDOC021 LX0404
 See Attached...

CERTIFICATE HOLDER City and County of San Francisco Human Services Agency 1650 Mission St, Ste. 300 San Francisco CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Wood Gutmann & Bogart		NAMED INSURED USAGM Topco, LLC Universal Protection Service, LLC Universal Protection Service, LP 1551 No. Tustin Ave. Ste. 650 Santa Ana CA 92705	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GL Per Location Form #LX9493 02/04
 GL Waiver of Subrogation Form #LEXOCC234 11-03
 Auto Additional Insured Form #PI MANU 1 01 00
 Auto Primary Form #PI-MANU-1 (01/00)
 Auto Waiver of Subrogation Form #PI CA 001 05 10
 Work Comp Waiver of Subrogation Form #XWC 240 XLSP (11-03)
 WC Waiver of Subrogation Form #WC 00 03 13 04 84 (AOS)
 WC Waiver of Subrogation Form #WC 42 03 04 B 6-14 (TX)
 WC Waiver of Subrogation Form #WC 43 03 05 7-00 (UT)
 WC Waiver of Subrogation Form #WC 00 03 13 4-84 (WI)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver
Name of person or organization
- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations: Where required by written contract or agreement executed prior to loss
- 3. Premium: Included
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2015
Insured Universal Services of America, LP

Policy No. RWD3000869

Endorsement No.
Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by Joseph A. Tom

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2015

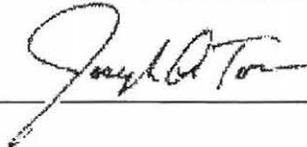
Policy No. RWD3000869

Endorsement No.

Insured Universal Services of America, LP

Insurance Company
XL Specialty Insurance Company

Countersigned by



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2015 Policy No. RWD3000869 Endorsement No.
Insured Universal Protection Service LP / Universal Protection Service, LLC / Universal Building Maintenance LLC Premium \$
Insurance Company XL Specialty Insurance Company Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2015

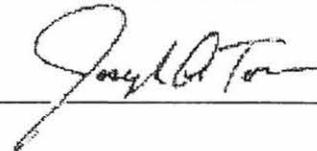
Policy No. RWR3000870

Endorsement No.

Insured Universal Services of America, LP

Insurance Company
XL Specialty Insurance Company

Countersigned by



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED

BLANKET ADDITIONAL INSURED

Section II - Liability Coverage - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured," subject to the following additional provisions:

(1) The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damages" to its property.

(4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."

(6) The coverage provided will not exceed the lesser of:

- (a) The coverage and/or limits of this policy; or
- (b) The coverage and/or limits required by the "insured contract."

(7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

All other terms and conditions of this Policy remain unchanged.

Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Workers Compensation and Employers Liability Policy

In consideration of an additional premium of \$ Included, it is agreed that we have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce this right against the person or organization named in the Schedule below. This agreement applies as follows:

1. that you perform work under a written contract that requires you to obtain this agreement;
2. that you entered into a written contract prior to the loss; and
3. we agree to also waive our right of recovery but only with respect to such loss.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract or agreement executed prior to loss.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

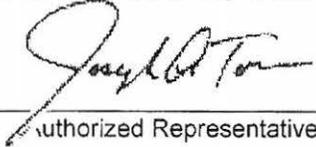
Must be completed always:

Endorsement Number: 007
Policy Number: RWE5000471

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: UNIVERSAL SERVICES OF AMERICA, LP
Effective Date of this Endorsement: July 1, 2015

XL Specialty Insurance Company

Countersigned by  _____
Authorized Representative

Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.

ENDORSEMENT

This endorsement, effective 12:01 A.M., 09/01/2015

Forms a part of Policy No.: 059332010

Issued to: UNIVERSAL SERVICES OF AMERICA, INC.

By: LEXINGTON INSURANCE COMPANY

**LIMITED COVERAGE FOR PRODUCTS-COMPLETED OPERATIONS HAZARD
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

GUARD SECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE

SCHEDULE

Designated Product(s):

1. WHERE REQUIRED BY WRITTEN CONTRACT
-

- I. Paragraphs 13. and 24. of **SECTION V – DEFINITIONS** are deleted in their entirety and replaced with the following and Paragraph 26. is added to **SECTION V – DEFINITIONS**:

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one "occurrence", and shall be deemed to occur only when such damage first commences.

24. "Your product"

- a. Means:

- (1) The Designated Product(s) shown in the Schedule of the "Limited Coverage For Products-Completed Operation Hazard Endorsement", and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

26. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because;

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

II. Subparagraph j. of Paragraph 2., Exclusions of **COVERAGE A. BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced with the following:

j. Damage To Property

"Property damage" or "professional liability" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. However, a separate Limit of Insurance applies to Damage To Premises Rented To You as described in SECTION III.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" or "professional liability" to personal property in the care, custody or control of the insured arising out of the insured's "wrongful act".

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

III. Subparagraph k. of Paragraph 2., Exclusions of **COVERAGE A. BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety.

IV. Subparagraphs s., t., u. and v. are added to Paragraph 2., Exclusions of **COVERAGE A. BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES)** as follows:

s. **Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

t. **Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

u. **Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

v. **Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

V. Paragraph 2. of **SECTION III** is deleted in its entirety and replaced with the following:

2. The Aggregate Limit is the most we will pay for the sum of:

- a. Damages and/or "claim expense" under Coverage A, including damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- b. Damages and/or "claim expense" under Coverage B.

All other terms and conditions of the policy remain the same.

A handwritten signature in cursive script, appearing to read "Thomas W. Fugate".

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

AGGREGATE LIMITS OF INSURANCE - PER LOCATION AMENDMENT AND
OVERALL GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the policy:

Subject to the Overall General Aggregate Limit stated in Item 3 of the Declarations, the General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations".

It is further understood and agreed that the following changes are made to the policy:

1. Item 3, Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

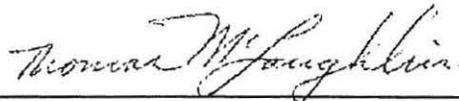
Overall General Aggregate Limit - \$12,000,000

2. SECTION III-LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph under paragraph 6.

7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this SECTION III regardless of the number of your "locations"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "locations" means premises involving the same lot, or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (in states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Primary & Non-Contributory

Limited only to the operations of the Insured, such insurance afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional Insured or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #001

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

Issued to: USAGM TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

NAMED INSURED AMENDMENT

In consideration of the premium charged, it is understood and agreed that Item 1 of the Policy Declarations -- Named Insured -- is amended to read as follows:

USAGM TOPCO, LLC

USAGM HOLDCO, LLC

USAGM ACQUISITION, LLC

USAGM SIDECO, LLC

NORTHWEST PROTECTICE SERVICE, INC

NORTHWEST PROTECTICE SERVICE IMPRIMIS, INC

SHIELD SECURITY INC

WEXLER ENTERPRISES INC

UNIVERSAL GROUP HOLDING LLS

USA GP SUB LLC

UNIVERSAL SERVICES OF AMERICA LP

UNIVERSAL PROTECTION GP, LLC

UNIVERSAL PROTECION LP

UNIVERSAL PROTECTION SECURITY SYSTEMS LP

SFI ELECTRONICS LLC

UNIVERSAL THRICE TECHNOLOGIES LLC

UNICERAL BUILDING MAINTENANCE LLC

UNIVERSAL PROTECTION DEFENSE SERVICE GP, LLC

UNIVERSAL PROTECTION DEFENSE SERVICE LP

UNIVERSAL PROTECTION SERVICE LLC

UNIVERSAL PROTECTION SERVICE OF SEATTLE

TRANSIT SYSTM SECURITY, LLC

ALLEGIANCE SECURITY GROUP LLC

UNITED SECURITY LLC
GUARDSMARK, LLC
GUARSKDMARK GP LLC
GUARDSMARK GP
GUARDSMARK INTERNATIONAL, LLC
PEOPLEMARK, INC
GUARDSMARK (PUERTO RICO) LLC
GUARDSMARK (BEIJING) CONSULTING CO, LTD
GUARDSMARK (FRANCE) SAS
GUARDSMARK (CANADA) CO .
GUARDSMARK PTE LTD
GUARDSMARK (BEIJING) CONSULTING CO. LTD. (PRC)
GUARDSMARK (UK) LIMITED (ENGLAND)



Authorized Representative OR Countersignature
(In states where applicable)

NAMEINSD (Ed. 02/94)
LX6184

a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

L. One Comprehensive Coverage Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

ENDORSEMENT

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

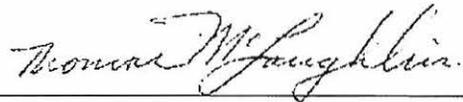
This endorsement modifies insurance provided under the following:

GUARDSECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE

- A. Section II – Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the “bodily injury”, “property damage”, “personal and advertising injury” or “wrongful act”.
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
 1. It only applies to **COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES)** and/or an offense defined in subparagraphs a., b. or c. of definition 14. “Personal and advertising injury” of **SECTION V – DEFINITIONS in COVERAGE B. PERSONAL AND ADVERTISING LIABILITY (SECTION I – COVERAGES)**.
 2. Subparagraph e. of paragraph 2. Exclusions of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY (SECTION I – COVERAGES)** shall not apply with respect to “personal and advertising injury” as described in 1. above.
 3. The person or organization is an additional insured only with respect to liability arising out of “your work” or your “professional services”..
 4. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 5. This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or “professional liability” arising out of:
 - a. “Your work” or your “professional services” unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or

- b. The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- 6. This insurance shall be primary and non-contributory with any other insurance issued to the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (in states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

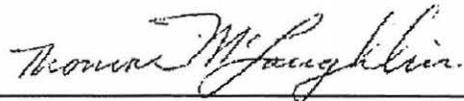
Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

WAIVER OF SUBROGATION
(BLANKET)

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (in states where applicable)

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
DONNA LEVITT, MANAGER



Health Care Accountability Ordinance (HCAO) Declaration

What the Ordinance Requires. The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

Effect on City Contracting. For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO;

The Purpose of This Declaration. By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

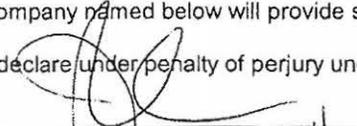
To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-7903.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Signature

11/2/15

Date

Universal Protection Service

Print Name

714 619-9700

Phone

City Vendor Number (if known)

Company Name

Federal Employer ID #

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
 DONNA LEVITT, MANAGER



Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only** if the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-7903.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

[Handwritten Signature]

Date

11/2/15

Print Name

Universal Protection Service

City Vendor Number (if known)

714619-9700

Company Name

Phone

Federal Employer ID #

City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco CA 94102-4685 Tel. (415) 554-7903 Fax (415) 554-6291 (rev 5/15)



FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the CMD may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____

Julia Morillo

Universal Protection Service

HR Manager

1551 No. Tustin Ave, Suite 650

11/2/15

Baranoff, Elena (HSA) (DSS)

From: Rick Farmer <Rick.Farmer@universalpro.com>
Sent: Tuesday, October 27, 2015 8:19 AM
To: Baranoff, Elena (HSA) (DSS)
Subject: RE: Assignment

Elena-

I am now an officer for Guardsmark, so I signed for both companies.

Rick Farmer

Vice-President & General Counsel

Universal Services of America/Universal Protection Service

224-315-8551 (IL)

714-371-1010 (CA)

312-343-1621 (mobile)

224-563-1648 (fax)

rick.farmer@universalpro.com

IMPORTANT: Please note that this electronic message is for exclusive use by the person(s) to whom it is addressed, and that this message may contain information that is confidential or privileged and exempt from disclosure under applicable law. If the reader of this message is not an intended recipient, any disclosure, dissemination, distribution or copying of this communication, or the use of its contents, is prohibited. If you have received this message in error, please immediately notify the sender of your inadvertent receipt and delete this message from all data storage systems. Thank you.

From: Baranoff, Elena (HSA) (DSS) [<mailto:Elena.Baranoff@sfgov.org>]
Sent: Tuesday, October 27, 2015 8:16 AM
To: Rick Farmer <Rick.Farmer@universalpro.com>
Subject: RE: Assignment

Rick,

Do you have a contact at Guardsmark? I sent the Assumption agreement to Lorraine via email, but no response from them. They have to sign the agreement, too.

Elena Baranoff
Senior Contract Manager
City and County of San Francisco
Human Services Agency
Office of Contract Management
1650 Mission St, Ste 300
San Francisco, CA 94103
(415) 557-6523 (Phone)
(415) 355-6735 (FAX)



VIA E-MAIL (david.curto@sfgov.org) AND FIRST CLASS MAIL

October 8, 2015

Mr. David Curto
San Francisco Dept. of Human Services
1650 Mission St., Suite 300
San Francisco, CA 94103

SUBJECT: Contract for Security Services

Dear Mr. Curto:

This letter is submitted in response to your request to Guardsmark Manager Mike Kinane, regarding the contract to provide security services by and between the City and County of San Francisco and Guardsmark, to the San Francisco Human Services Agency ("DHS") during the period February 1, 2014 to January 31, 2018.

As you are aware, on July 28, 2015 Universal Protection Service acquired Guardsmark, and Guardsmark is now a wholly-owned subsidiary of Universal.

Per your request, this letter will serve to confirm that the above-referenced contract is legally binding upon Universal, and that Universal will continue to provide security services to DHS pursuant to the provisions of the contract.

Per your request, the Universal WinTeam system is now in place. We therefore request that DHS remit payment of the invoices for security services utilizing the WinTeam system.

Thank you. Please feel free to contact me if you have any further questions regarding this matter.

Sincerely,

A handwritten signature in black ink that reads 'Rick Farmer'.

Rick Farmer
Vice-President & General Counsel
Universal Services of America/Universal Protection Service
714-371-1010
224-563-1648 (fax)
rick.farmer@universalpro.com