File No. 260165 **Committee Item No.** 5
Board Item No. 4

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** March 11, 2026
Board of Supervisors Meeting **Date** March 17, 2026

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☒	☒	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☒	☒	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☒	☒	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Statement on Retroactivity**
☒	☒	**Contract/Agreement**
☒	☒	**Form 126 – Ethics Commission**
☐	☐	**Notice of Award/Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

OTHER **(Use back side if additional space is needed)**

☒	☒	Request for Proposals 7/22/2022
☒	☒	Executed Contract 2/15/2023
☒	☒	Amendment No. 1 3/20/2024
☒	☒	Amendment No. 2 9/1/2024
☒	☒	Amendment No. 3 2/15/2025
☒	☒	Amendment No. 4 12/10/2025
☒	☒	OCA Presentation 3/11/2026
☐	☐	
☐	☐	
☐	☐	

Completed by: Brent Jalipa **Date** March 5, 2026
Completed by: Brent Jalipa **Date** March 12, 2026

[Contract Amendment - Universal Protection Service, LP - Unarmed Security Guard Services - San Francisco General Hospital - Not to Exceed $15,380,000]

Resolution approving Amendment No. 5 between the City, acting by and through the Office of Contract Administration, and Universal Protection Service, LP dba Allied Universal Security Services for unarmed security guard services at San Francisco General Hospital, extending the contract by six-months for a total term of February 15, 2023, through December 14, 2026, and increasing the contract amount by $3,200,000 for a new total not to exceed amount of $15,380,000, effective upon approval of this Resolution; and to authorize OCA to enter into amendments or modifications to the contract that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

WHEREAS, On July 22, 2022, the Office of Contract Administration issued a Request for Proposals ("RFP") for Unarmed Security Guard Services for Laguna Honda Hospital and San Francisco General Hospital; and

WHEREAS, Black Bear Security Services Inc. ("Black Bear") submitted a proposal and was the highest ranked proposer; and

WHEREAS, The Office of Contract Administration ("OCA") awarded the contract to Black Bear; and

WHEREAS, On January 25, 2023, OCA and Black Bear mutually agreed to terminate the contract for convenience and executed a Contract Closeout and Release of Claims; and

WHEREAS, OCA proceeded to award the contract to the next highest ranked responsive proposer, Universal Protection Service, LP dba Allied Universal Security Services ("Allied"); and

WHEREAS, On February 15, 2023, OCA and Allied entered into a contract for unarmed security guard services for San Francisco General Hospital ("Original Contract"); and

WHEREAS, The Original Contract for unarmed security guard services at San Francisco General Hospital set forth an initial term of February 15, 2023, through February 14, 2025, with a not to exceed amount of $2,600,000; and

WHEREAS, OCA amended the Original Contract on March 20, 2024, to increase the maximum expenditure by $3,400,000 to $6,000,000 (the "First Amendment"); and

WHEREAS, OCA amended the Original Contract on September 1, 2024, to increase the maximum expenditure by $3,994,000 to $9,994,000 (the "Second Amendment"); and

WHEREAS, OCA amended the Original Contract on February 15, 2025, to extend the term by 11 months to January 15, 2026 (the "Third Amendment"); and

WHEREAS, OCA amended the Original Contract on December 10, 2025, to extend the term by five months to June 14, 2026 (the "Fourth Amendment"); and

WHEREAS, OCA wishes to amend the contract for unarmed security guard services at San Francisco General Hospital a subsequent time to extend the term an additional six months to December 14, 2026, and increase the maximum expenditure by $3,200,000 to $15,380,000 (the "Fifth Amendment");

WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by Resolution of any contract which, when entered into, extends over 10 years, and of any contract which, when entered into, costs the City $10,000,000 or more; and

WHEREAS, The proposed Amendment contained in File No. 260165, is substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the Amendment in substantially the form contained in File No. 260165; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes OCA to make any modifications to the Amendment, prior to its final execution by all parties, that OCA determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Amendment, and are in compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by all parties, OCA shall provide to the Clerk of the Board of Supervisors a completely executed copy of the amendment for inclusion in File No. 260165; this requirement and obligation resides with the Department, and is for purposes of having a complete file only, and in no manner affects the validity of approved Amendment.

Item 5 File 26-0165	**Department:** Department of Public Health (DPH), Office of Contract Administration (OCA)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve Amendment No. 5 to the City's contract with Universal Protection Service, LP dba Allied Universal Security Services (Allied) for unarmed security guard services at San Francisco General Hospital (SFGH), extending the term by six months through December 14, 2026, and increasing the not-to-exceed amount by $3,200,000, for a total not to exceed $15,380,000.

Key Points

- In 2023, following a competitive solicitation, the Office of Contract Administration (OCA) executed a contract with Allied to provide unarmed security services at SFGH. The contract has since been amended four times, for a total term of three years and four months, from February 14, 2023 through June 14, 2026, and a total amount not to exceed $12,180,000.
- In December 2025, a social worker was fatally stabbed at SFGH. Following that incident, DPH has increased security staffing at SFGH Buildings 80 and 90, from 40 hours to 120 hours per week. OCA and the Department of Public Health (DPH) are requesting an amendment to the contract to incorporate the additional hours and provide time to finalize the solicitation for a new contract. The contract funds approximately 33.3 full-time equivalent (FTE) positions, for a total of approximately 5,776 hours per month.

Fiscal Impact

- The proposed Fifth Amendment would increase the contract not-to-exceed amount by $3,200,000, for a total not to exceed $15,380,000. The not-to-exceed amount was calculated based on average monthly expenditures to date, as well as a 20 percent contingency and a 40 percent adjustment due to potential staffing increases following the fatal stabbing incident and prevailing wage increase.

Policy Consideration

- DPH intends to retain a third-party consultant to perform a security evaluation. In anticipation that the consultant may recommend hiring more guards at more locations, OCA included the 40 percent adjustment on top of the contingency.

Recommendations

- Request DPH to provide a report to the Board of Supervisors on the security analysis recommendations and how they are reflected in the department's budget before the department's first June 2026 budget hearing.
- Approve the resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of $10 million or more, or (3) requires a modification of more than $500,000 is subject to Board of Supervisors approval.

BACKGROUND

In July 2022, the Office of Contract Administration (OCA) issued a Request for Proposals (RFP) for unarmed security guard services for Laguna Honda Hospital and San Francisco General Hospital (SFGH), to be awarded in separate contracts. OCA received five proposals for SFGH, and an evaluation panel deemed Black Bear Security Services the highest scoring proposer.[1] Shortly after OCA awarded a contract, OCA and Black Bear mutually agreed to terminate the contract because Black Bear was not able to provide sufficient security guard staffing. OCA then awarded a contract to the second highest scoring proposer, Universal Protection Service, LP, doing business as Allied Universal Security (Allied).

In February 2023, OCA executed a contract with Allied to provide unarmed security guard services at SFGH for a term of two years, from February 15, 2023 through February 14, 2025, and an amount not to exceed $2,600,000. The original contract amount was based on an estimated 29,120 hours per year billed at an average rate of $43.86 per hour. Approximately 10 months into the contract, the Department of Public Health (DPH) added additional security guard posts and increased the estimated annual hours to approximately 65,150 to address service gaps resulting from staffing shortages at the Sheriff's Office, which limited the ability of the Sheriff's Office to provide adequate security coverage at SFGH. This resulted in OCA executing the First Amendment to the contract in March 2024, increasing the not-to-exceed amount by $3,400,000, for a total not to exceed $6,000,000, as well as the Second Amendment in September 2024, which increased the not-to-exceed amount by $3,994,000, for a total not to exceed $9,994,000. In February 2025, OCA executed the Third Amendment to the contract, extending the term by 11 months through January 15, 2026.

The RFP stated that the contract term would not exceed three years. To allow for additional time to issue a new RFP and award a new contract, OCA requested an extension beyond the original three-year limit. In October 2025, the Board of Supervisors approved the Fourth Amendment to the contract, extending the term by five months through June 14, 2026, and increasing the contract amount by $2,186,000, for a total not to exceed $12,180,000 (File 25-0977).

In December 2025, a social worker was fatally stabbed at SFGH. Following that incident, DPH has increased security staffing at SFGH Buildings 80 and 90, from 40 hours to 120 hours per week.

[1] The proposers were: (1) Black Bear Security Services (215 points); (2) Allied Universal Security Services (204 points); (3) A1 Protective Services (162 points); (4) ABA Protection (140 points); and (5) Treeline Security. Black Bear and Allied had significantly higher scores because they were the only two proposers invited to participate in interviews and the interview scores were included in the total points.

OCA and DPH are requesting an amendment to the contract to incorporate the additional hours and provide time to finalize the solicitation for the new contract.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 5 between the City and Allied for unarmed security guard services at SFGH, extending the term by six months through December 14, 2026, and increasing the not-to-exceed amount by $3,200,000, for a total not to exceed $15,380,000. The resolution would also allow OCA to make further immaterial amendments to the contract.

OCA issued an RFP to award a new contract in January 2026, with responses due in March 2026. OCA anticipates awarding a new contract in late April 2026. If the new contractor is ready to begin operations prior to the expiration date of December 14, 2026, DPH and OCA could terminate the Allied contract early.

The proposed Fifth Amendment does not make any changes to the scope of services, which includes the performance of general security functions. Their duties generally include the following:

- Respond to hospital emergencies, drills, or surveyor questions regarding emergency response plans;
- Investigate unusual or suspicious activity;
- Guard the premises against fire, theft, damage, and trespassing;
- Protect the safety of persons on sites;
- Keep peace and order at all times;
- Monitor all incoming and outgoing traffic;
- Ask visitors which floor they are going to and direct them accordingly;
- Be polite, welcoming, courteous, respectful, and responsive to visitors and hospital staff; and
- Be visible to the public, alert, and attentive at all times while on duty, among other responsibilities.

In addition, the security guards are required to provide incident reports to the DPH Director of Security and report threats to life and property to the Police Department.

The security guard locations include: SFGH Building 5 Lobby, SFGH Urgent Care, SFGH Buildings 80 and 90, SFGH Building 9 Occupational Health Service, and SFGH Lobby – Building 25. The contract funds approximately 33.3 full-time equivalent (FTE) positions, for a total of approximately 5,776 hours per month.

According to Basil Price, DPH Director of Security, DPH conducts an annual review to monitor performance. In the most recent evaluation, Allied received an overall score of 4.6 out of 5 points. Evaluations are based on billing timeliness and accuracy, operational performance, corporate

communication and issue resolution, account manager assessment and responsibilities, and employee assessment and performance. DPH staff hold weekly meetings with Allied to discuss performance metrics and address any deficiencies.

FISCAL IMPACT

The proposed Fifth Amendment would increase the contract not-to-exceed amount by $3,200,000, for a total not to exceed $15,380,000. The not-to-exceed amount was calculated based on average monthly expenditures to date, as well as a 20 percent contingency and a 40 percent adjustment due to operational changes following the fatal stabbing incident and prevailing wage increase. The calculations are shown in Exhibit 1 below.

Exhibit 1: Contract Not-to-Exceed Amount Calculations

Contract Encumbrances to Date (Through 12/14/2025)	$9,862,645
Average Encumbrances per Month	289,596
Remaining Contract Months	12
Projected Contract Expenditures (12 Months)	*$3,446,214*
Less Remaining Contract Balance	(2,317,355)
Contingency (20%)	689,243
Other Adjustments (40%)	1,378,486
Additional Funds Needed	*$3,196,588*
Total Not-to-Exceed (Rounded to Nearest $10,000)	**$15,380,000**

Source: OCA

The contract is funded by the City's General Fund.

POLICY CONSIDERATION

As noted above, DPH has increased Allied's staffing at SFGH by 80 hours per week, or approximately six percent. In addition, the prevailing wage rate for security employees increased by approximately three percent in FY 2025-26. We believe that these cost increases can likely be absorbed by the 20 percent contingency.

Following the fatal stabbing incident and increased employee safety concerns, DPH intends to retain a third-party consultant to perform a security analysis and evaluation. The City Attorney's Office is preparing the solicitation for these services. In anticipation that the consultant may recommend hiring more guards at more locations, OCA included the 40 percent adjustment on top of the contingency. Given the uncertainty about the need for this additional funding, as well as the DPH-wide security needs and costs, we recommend the Board of Supervisors request DPH to report back to the Board of Supervisors on the security analysis recommendations and how they are reflected in the department's budget before the department's first June 2026 budget hearing.

RECOMMENDATIONS

1. Request DPH to provide a report to the Board of Supervisors on the security analysis recommendations and how they are reflected in the department's budget before the department's first June 2026 budget hearing.
2. Approve the resolution.

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Fifth Amendment

THIS **FIFTH AMENDMENT** ("Amendment") is made as of **[insert date]**, in San Francisco, California, by and between **Universal Protection Service, LPP, dba Allied Universal Security Services** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and to increase the contract amount; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled OCA DPH | TC86240 ZSFGH & LHH Unarmed Sec Gd Svcs issued through Sourcing Event ID 0000007010 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this Contract for services and the Local Business Enterprise ("LBE") subcontracting participation requirement is waived pursuant to waiver CMD14B0005350 is deemed exempt from Chapter 14B of the San Francisco Administrative Code, and, as such, there is no Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement; and;

WHEREAS, this Amendment is consistent with an approval obtained on February 4, 2026 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0002633 (41282-22/23) which authorizes the award of multiple agreements, the total value of which cannot exceed Twenty-Five Million Five-Hundred Eighty Thousand ($25,580,000) and the individual duration of which cannot exceed 6 months; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending December 14, 2026; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and Now, THEREFORE, the parties agree as follows:

Article 1 **Preface**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated [insert date of Agreement] between Contractor and City, as amended by the:

Original Agreement, dated February 15, 2023,

First Amendment, dated March 20, 2024,

Second Amendment, dated September 1, 2024,

Third Amendment, dated February 15, 2025, and

Fourth Amendment, dated December 10, 2025.

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

1.3 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations the City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than $230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at $230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than $1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Section 2.1 Term of the Agreement currently reads as follows:

2.1. The term of this Agreement shall commence on February 15, 2023, and expire on June 14, 2026, unless earlier terminated as otherwise provided herein.

Such section is hereby amended in its entirety to read as follows:

2.1. The term of this Agreement shall commence on February 15, 2023, and expire on December 14, 2026, unless earlier terminated as otherwise provided herein.

2.2 **Calculations of Charges.** Section 3.3.1 Calculation of Charges of the Agreement currently reads as follows:

3.3.1. **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a

different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed TWELVE MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS and NO CENTS ($12,180,000). The breakdown of charges associated with this Agreement appears in Appendix B-1, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

Such section is hereby amended in its entirety to read as follows:

3.3.1. **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed FIFTEEN MILLION THREE-HUNDRED EIGHTY THOUSAND DOLLARS and NO CENTS ($15,380,000). The breakdown of charges associated with this Agreement appears in Appendix B-1, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Article 1 Definitions.** *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:*

"Artificial Intelligence" or "Artificial Intelligence Model" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

"Artificial Intelligence System" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

"City Data" means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

"Confidential Information" means confidential City information including, but not limited to, personal identifiable information ("PII"), protected health information ("PHI"),

or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data.

"Deliverable Data" means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

"Generative Artificial Intelligence" means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence's training data.

"Personal Identifiable Information (PII)" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

3.2 **Section 3.2 Prevailing Wages.** Section 3.6 Prevailing Wages is replaced in its entirety to read as follows:

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement ("OLSE") and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

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

3.6.4 **Job Site Notices and Records.** Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also

maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 **Payroll Records.** Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives.

3.6.6 **Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City using OLSE's certified payroll reporting system. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

3.6.7 **Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, as applicable.

3.6.8 **Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. City, when certifying any

payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

3.3 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

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

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

13.1.2 **City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

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

13.4 **Management of City Data.**

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data

and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 **Use of Generative Artificial Intelligence in Deliverables.** Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

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

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

13.6 **Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 **Cybersecurity Risk Assessment.** If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor,

to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY
Recommended by:

_____
Darlene Frohm
Procurement Manager
Office of Contract Administration

Approved as to Form:

David Chiu
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: _____
Lorna Walker
Deputy Director of the Office of Contract
Administration, and Purchaser

CONTRACTOR
Universal Protection Service, LP, dba Allied
Universal Security Services

_____
Christian Arno
Regional Vice President

City Supplier number: 0000025762

San Francisco Office of the City Administrator
City Administrator Carmen Chu

Unarmed Security Guards for DPH San Francisco General Hospital Contract (TC 86240)

File 260165

Office of Contract Administration

Board of Supervisors' Budget and Finance Committee

March 11, 2026

Request Summary

- Approval to amend the existing contract with Universal Protection Service, dba **Allied Universal Securities Services** by:
  - Increasing the Not-to-Exceed amount from $12.18M to $15.38M (an increase of $3.2M); and,
  - Extending the term by six months to December 14, 2026.

Contract History

- The contract was originally awarded to Black Bear Security Services, Inc. via competitive solicitation in December 2022.

- OCA and Black Bear mutually agreed to terminate the contract for convenience on January 25, 2023.

- OCA proceeded to contract with the next highest-ranked proposer, **Allied Universal Security Services**, in February 2023.

Contract History: Amendments

- OCA entered into contract with Allied Universal Security Services in February 2023.

- A first amendment was executed in March, 2024 to increase the NTE in order to fill service gaps resulting from Sheriff's Office staffing shortages. A second amendment was executed in September 2024 to further increase the NTE.

- A third amendment was executed in February 2025 to extend the contract end date to January 15, 2026. A fourth amendment was executed in December 2025 to allow for a solicitation for a new contract. The amendment extended the term to June 2026 and increased the NTE amount.

Contract Summary

- The average monthly spend over the last 3+ years has been $281,789.
- Based on average monthly encumbrances and the remaining months on the contract, an increase in contract spend is anticipated.
- The proposed amendment is based on actual and projected expenditures, plus an additional 20% contingency.

Conclusion

- The Allied Universal Services contract is critical to the Department of Public Health's operations and its ability to provide security services to ensure the safety and welfare of patients, staff, visitors, and vendors.
- Security guards assigned to the contract provide access control by screening people entering the facility, patrolling the facility, and responding to incidents.
- OCA respectfully requests that the Board approve this contract amendment to allow DPH to increase guard services at SFGH until a new contract can be awarded.

Thank You

Reference Materials

Contract Expenditures

Table 2: Fiscal Year Expenditure for Contract 1000028092 SFGH

FY 22-23 (4.5 months)	FY 23-24	FY24-25	FY25-26 YTD	TOTAL SPEND	Avg. Monthly Spend
$185K	$3.74M	$3.91M	$2.14M	**$9.98M**	**$282K**

Usage and NTE Calculations

- Allied's pricing is based on a 73.23% mark up over the fully-loaded Prevailing Wage Rate for Security Guards.
- Since the commencement of the contract, ZSFGH has spent $281,789 per month for these security guard services

City and County of San Francisco
Sourcing Event ID 0000007010 | Dept Contract ID: TC86240

All changes in Version 5 to are noted in bold purple underlined font.

Formal Request for Proposals v5 ~~v4~~ for:
Unarmed Security Guard Services for
San Francisco General Hospital, Laguna Honda Hospital

This Solicitation can be viewed on the City's Supplier Portal at: https://sfcitypartner.sfgov.org/pages/index.aspx

Request for Proposals Issuance	July 22, 2022 at 4:00 PM
Pre-Proposal Conference	July 29, 2022 at 2:30 PM via Microsoft Teams Join by Microsoft Teams Link, copied below for convenience: Microsoft Teams Link Or call in (audio only) +1 415-906-4659,,785226697# United States, San Francisco Phone Conference ID: 785 226 697#
Deadline for Questions	August 2, 2022 at 2:00 PM
Deadline to Submit Proposals	August **31** ~~**26**~~ , 2022 at 2:00 PM.
Short-Listing Notification for Oral Interviews	**September 26** ~~**19**~~ , 2022 at 5:00 PM
Oral Interviews	**October 3** ~~September~~ ~~**26**~~ , 2022 via Microsoft Teams. Instructions to be provided to invited interviewees.
Notice of Intent to Award	**October 4** ~~September~~ ~~**27**~~ , 2022 at 5:00 PM
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Russ Dubkin Purchaser, Office of Contract Administration 1 Dr Carlton B Goodlett Pl, Room 430 San Francisco, CA 94102 Phone: (415) 554-6233 Email: ruslan.dubkin@sfgov.org

Attachments

Attachment 1: City's Proposed Agreement Terms
Attachment 2: Proposer Questionnaire and References
Attachment 3: CMD Form 3
Attachment 4: LBE Participation and Good Faith Outreach Forms
Attachment 5: Written Proposal Template
Attachment 6: Price Proposal Template
Attachment 7: First Source Hiring Form
Attachment 8: HCAO and MCO Declaration Forms

Table of Contents

I. Introduction and Solicitation Schedule **1**
- A. Introduction 1
- B. Anticipated Contract Term 1
- C. Anticipated Contract Not to Exceed Amount 1
- D. Indefinite Quantity, As-Needed Contract 1
- E. Cooperative Agreement 2
- F. Public Disclosure 2
- G. Limitation on Communications During Solicitation 2
- H. Solicitation Schedule 2
- I. How to Register as a City Supplier 3
- J. Proposal Questions and Submissions 4
- K. Proposal Selection 4
- L. Contract Terms and Negotiations 4
- M. Protest Procedures 5

II. City's Social Policy Requirements **5**
- A. Proposers Unable to do Business with the City 6
- B. Prevailing Wage Ordinance 6
- C. Health Care Accountability Ordinance 7
- D. Minimum Compensation Ordinance 7
- E. First Source Hiring Program 7
- F. Sweatfree Procurement 7
- G. Other Social Policy Provisions 8

III. Local Business EnterprIse (LBE) Program Requirements **8**
- A. Application of LBE Bid Discounts and Rating Bonuses 8
- B. LBE Subcontracting Requirements 9

IV. Goods and Services Requested **10**
- A. Goods and/or Services Requested 10
- B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited 10
- C. Reserved (Articles Furnished). 10
- D. Reserved (Alternates). 10
- E. Reserved (Samples). 10
- F. Reserved (Freight on Board and Shipping Costs). 10
- G. Green Purchasing Requirements 10

V. Proposal Evaluation Criteria **10**

VI. Required Supporting Documentation **11**

VII. Minimum Qualifications Documentation (Pass/Fail) **11**

VIII. Price Proposal (60 Points) **12**
- A. Price Proposal Format and Allocation of Points 12
- B. Price Proposal Evaluation Period 13
- C. Price Discrepancies 13
- D. Price Lists 13
- E. Proposing on Separate Items or in Aggregate(s) 13
- F. Application of Discounts for Evaluating Lowest Responsive Proposer 13

IX. Written Proposal (150 Points) **14**

X. Oral Interviews (90 Points) **14**

XI. Insurance and Bonds **14**

A. Insurance 14
B. Reserved (Performance Bond). 14
C. Reserved (Fidelity Bond). 14
D. Failure to Provide Insurance and/or Bonds 14

XII. Terms and Conditions for Receipt of Proposals 15
A. Cybersecurity Risk Assessment 15
B. Solicitation Errors and Omissions 15
C. Objections to Solicitation Terms 15
D. Solicitation Addenda 15
E. Proposal Term 16
F. Revision to Proposal 16
G. Proposal Errors and Omissions 16
H. Financial Responsibility 16
I. Proposer's Obligations under the Campaign Reform Ordinance 16
J. Reservations of Rights by the City 17
K. No Waiver 17
L. Other 17

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter "RFP" or "Solicitation") is being issued by the Office of Contract Administration (hereinafter, "OCA" or "City"). OCA, on behalf of the San Francisco Department of Public Health ("DPH"), is seeking qualified suppliers ("Proposers") to provide proposals for unarmed security guard services (Proposal). This solicitation covers two ~~three~~ different Aggregates and will lead to the award of two different contracts, one contract per Aggregate. The Aggregates are as follows:

Aggregate #	Location Covered by this Aggregate
1	Zuckerberg San Francisco General Hospital, located at 1001 Potrero Avenue, San Francisco, CA 94110
2	Laguna Honda Hospital, located at 375 Laguna Honda Blvd., San Francisco, CA 94116

City shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

2. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest ranking score for each aggregate. Responsive Proposals will be evaluated by a panel ("Evaluation Panel") consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked by aggregate starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with a term of three (3) years.

C. Anticipated Contract Not to Exceed Amount

The not to exceed ("NTE") amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Proposal which is based on City's estimated annual need. Should City's actual need exceed City's estimated annual need or should the contract be extended, the NTE may proportionally increase as well.

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City

may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

E. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

G. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

H. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted in the City's Supplier Portal.

Proposal Phase	Tentative Date
Request for Proposals Issued	July 22, 2022 at 4:00 PM
Pre-Proposal Conference	July 29, 2022 at 2:30 PM via Microsoft Teams

	Join by Microsoft Teams Link, copied below for convenience: Microsoft Teams Link Or call in (audio only) +1 415-906-4659,,785226697# United States, San Francisco Phone Conference ID: 785 226 697#
Deadline for Written Questions	August 2, 2022 at 5:00 PM
Deadline to Submit Proposals	August **31** ~~26~~, 2022 at 2:00 PM
Short-Listing Notification for Oral Interviews	September **26** ~~19~~, 2022 at 5:00 PM
Oral Interviews	**October 3** ~~September 26~~ , 2022 via Microsoft Teams. Instructions to be provided to invited interviewees.
Notice of Intent to Award	**October 4** ~~September 27~~ , 2022 at 5:00 PM
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Final Award	**October** ~~September~~ 7, 2022 at 5:00 PM
The Pre-Proposal Conference Details: The Pre-Proposal Conference will begin at the time specified. Proposers' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation**. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other pertinent information posted on the City's Supplier Portal: https://sfcitypartner.sfgov.org/pages/index.aspx.	

I. How to Register as a City Supplier

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

https://sfcitypartner.sfgov.org/pages/index.aspx

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

J. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must upload their complete Proposals into the City's Supplier Portal: https://sfcitypartner.sfgov.org/pages/index.aspx. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

Proposers are encouraged to upload their Proposals to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process. In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Proposal submission deadline and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Proposal into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

K. Proposal Selection

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

L. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are not subject to negotiation**. However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all

objections and determine what, if any changes, will be incorporated into City's Proposed Agreement Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

M. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

II. CITY'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are

encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator *(https://sfgsa.org/chapter-12x-state-ban-list)*. Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

3. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

B. Prevailing Wage Ordinance

Services to be performed by a Proposer selected pursuant to this Solicitation may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of the Agreement awarded as part of this Solicitation as though fully set forth therein and will apply to any Covered Services performed by the awarded Proposer and its subcontractors. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

C. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at http://sfgov.org/olse/hcao. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

D. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

E. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

F. Sweatfree Procurement

A contract awarded pursuant to this Solicitation shall be subject to Chapter 12U of the San Francisco Administrative Code ("Sweatfree Ordinance" or "Chapter 12U"). When awarding a contract to a Proposer, the City's selection decision will depend on Proposers' responses to Sweatfree Contracting Compliance Forms P-12U-C and P-12U-I, attached hereto as Attachment 9. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

1. **Information about Contractor and Subcontractors.** Proposers selected pursuant to this Solicitation must complete and return two forms prior to executing a Contract and/or upon issuance of quotes pursuant to an Awarded Contract, as detailed below.

a. **Sweatfree Contracting Compliance Form P-12U-C:** In this form, the Proposer specifies those Ordinance requirements with which Proposer and its subcontractors shall comply during the Contract term. Where the proposed pricing between Proposers is 15% or less apart, the Proposer with the highest percentage of "Yes" responses to the questions on this form will be deemed the most compliant and awarded the contract.

b. **Sweatfree Ordinance Information Form P-12U-I:** In this form, the Proposer identifies all subcontracts covered by the Sweatfree Ordinance. A copy of the form shall be provided prior to each Purchase Order issued against an Awarded Contract.

2. **Information from Potential Subcontractors.** Proposers are responsible for requesting all required information from their potential subcontractors. When a Proposer identifies a potential subcontract that is covered by the Ordinance, the Proposer shall ask the potential subcontractor to review the Ordinance and the required forms. This process should continue through lower tiers of potential subcontractors, stopping only when a subcontractor makes no purchases that qualify as subcontracts under the Ordinance.

3. **Subcontracts and Subcontractors.** The definitions of "subcontract" and "subcontractor" in Chapter 12U affect how the prime contractor and subcontractors complete Forms P-12U-C and P-12U-I.

a. **First-Tier Subcontract:** The Ordinance defines a "First-Tier Subcontract" as a subcontract **of any amount** for any work pursuant to the prime contractor's contract with the City.

b. **Lower-Tier Subcontract:** The Ordinance defines a "Lower-Tier Subcontract" as an agreement between a first-tier (or lower) subcontractor and a second-tier (or lower) subcontractor for work for the City contract, except that the subcontract must be at least $25,000, or at least 10% of the higher-tier subcontract, whichever is less ("10%/$25KTest"). The 10%/$25K test applies only to the amount of product being purchased by a subcontractor to fill the City's order. For example, prime contractor A issues a $50,000 subcontract to company B to help fill a City purchase order. B in turn buys $4,000 worth of cloth to fill that order. The $4,000 purchase is part of a $25,000 order to B's usual cloth manufacturer, company C. The $25,000 order from B to C is not a covered subcontract under the Ordinance because the $4,000 portion of the order attributable to the City work does not meet the 10%/$25K test.

G. Other Social Policy Provisions

Attachment 1, City's Proposed Agreement Terms, identifies they City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Application of LBE Bid Discounts and Rating Bonuses

LBE Bid Discounts/Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below. LBE preference on this solicitation shall be granted to Proposers certified in the following categories by the Proposal Due Date:

- LBE Category: GS092

1. **Commodities**

Estimated Contract Value	**Small/Micro LBEs Rating Bonus**	**SBA LBEs Rating Bonus**
Greater than $10,000 but less than or equal to $400,000.	10%	0%

Greater than $400,000 but less than or equal to $10,000,000.	10%	5% *So long as it does not adversely affect a Small or Micro-LBE Proposer or a JV with LBE Subcontracting.*
Greater than $10,000,000.	0%	0%

2. **General and Professional Services**

Estimated Contract Value	**Small/Micro LBEs Rating Bonus**	**SBA LBEs Rating Bonus**
Greater than $10,000 but less than or equal to $400,000.	10%	0%
Greater than $400,000 but less than or equal to $10,000,000.	10%	5% *So long as it does not adversely affect a Small or Micro-LBE Proposer or a JV with LBE Subcontracting.*
Greater than $10,000,000 but less than or equal to $20,000,000.	2%	2%

3. **General and Professional Services by Joint Ventures**

Estimated Contract Value	**Small/Micro LBE Subcontracting Level**	**Rating Bonus**
Greater than $10,000 but less than or equal to $10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%
If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.		

B. LBE Subcontracting Requirements

1. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.

2. LBE Subcontracting and Good Faith Outreach Forms

LBE Subcontracting and Good Faith Outreach Forms (Attachment 4) are <u>not</u> required, but strongly encouraged. Proposers responding to this Solicitation may submit response packages that include the LBE Subcontracting Forms included in Attachment 4, *with the exception of CMD Form 2B entitled "Good Faith Outreach Form"*. The applicable forms are:

(a) **CMD Form 2A**: LBE Subcontracting Form
(b) **CMD Form 4:** Joint Venture Form (if applicable)
(c) **CMD Form 5**: Employment Form

3. **Reserved (CMD Compliance Officer).**

4. **LBE Payment and Utilization Tracking**

If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall agree to:

(a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and

(b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD.

Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: https://sfcitypartnersfgov.org/pages/training.aspx.

IV. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by OCA. OCA is seeking qualified Proposers to provide Proposals for Unarmed Security Guard Services in accordance with Appendix 1 (City's Proposed Terms) and Appendix 6 (Price Proposal Template).

B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Prior to submitting a Proposal in response to this Solicitation, Proposers must ensure they have fully read and understood the "Regulatory and Compliance Requirements" set forth in Attachment 1, City's Proposed Agreement Terms.

C. Reserved (Articles Furnished).

D. Reserved (Alternates).

E. Reserved (Samples).

F. Reserved (Freight on Board and Shipping Costs).

G. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City Mandatory Green Purchasing Requirements to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City's Proposed Agreement Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

V. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	60 Points

Written Proposal	150 Points
Oral Interviews	90 Points
TOTAL POINTS	300

VI. REQUIRED SUPPORTING DOCUMENTATION

Proposers must provide each Required Supporting Documentation ("RSD") identified below with their Proposal. Failure to do so may result in the Proposal being deemed Non Responsive.

RSD1	Evidence that Proposer is 12B compliant or likely to become compliant within 30 days.
RSD2	**Completed Proposal Attachments:** ☒ Attachment 2: Proposer Questionnaire and References ☒ Attachment 3: CMD Form 3 ☐ Attachment 4: [OPTIONAL] LBE Participation and Good Faith Outreach Forms ☒ Attachment 5: Written Proposal Template ☒ Attachment 6: Price Proposal Template ☒ Attachment 7: First Source Hiring Form ☒ Attachment 8: HCAO and MCO Declaration Forms
RSD3	Signed copies of all Solicitation Addenda, if any.
RSD4	**Non Profit Entities:** If a Proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L and include in its Proposal: (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary and disposition of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect. *Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.*

VII. MINIMUM QUALIFICATIONS DOCUMENTATION (PASS/FAIL)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as "MQ1", MQ2", etc.… to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process**. The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description

MQ1	**Copies of three contracts demonstrating that Proposer has 4 years of cumulative experience in providing Unarmed Security Guard services to healthcare entities**, with preference given to experience in hospitals or behavioral health contexts.
MQ2	**Written verification that Proposer been licensed by BSIS for no less than seven years. Private Patrol Operator License must be current and for at least five continuous years** prior to the proposal submission deadline.
MQ3	**Security Guard Registration: List of all security guards who would be assigned to each location Proposer is bidding on along with evidence of their registration through the Bureau of Security and Investigative Services (BSIS) prior to January 1, 2018**. The List must comprise of enough qualified security guards to fully cover all shifts detailed in Attachment 6, Price Proposal.
MQ4	**Electronic Watchclock Guard Tour Reporting System.** Provide the: **(a) brand name and model number to be used including number of electronic data collection devices and data location strips/buttons, or equivalent system that allows tracking location of guards assigned to this Agreement.** **(b) a listing of all equipment to be used** **(c) a description of the tracking system, including, but not limited to what the system tracks, how the system tracks information, and frequency of tracking; and** **(d) a timeline of when any equipment would be installed** **Requirements:** The electronic watchclock guard tour reporting system shall include two (2) portable electronic collection devices and approximately twenty (20) data transfer devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons. The location strips/buttons will be placed at locations to be designated by the DPH Director of Security. The DPH Director of Security reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3 months) in order to avoid a routine that will be noticed by perpetrators. The relocation of the devices will be designated by the DPH Director of Security. **Bidder may propose alternative system that does not include portable electronic collection devices, provided the system has the same functionality as otherwise required in this Scope of Services.** City reserves the right to inspect the proposed watchclock system and the right to reject any systems.

VIII. PRICE PROPOSAL (60 Points)

A. Price Proposal Format and Allocation of Points

The Price Proposal Template associated with this Solicitation is attached hereto as Attachment 6. Overtime Rates are set at 1.5x as required under Prevailing Wage. Include a completed Price Proposal Template for each Aggregate you are bidding on with your Proposal, following all instructions set forth therein. The total points allocated to the Lowest Proposed Price shall be determined as follows:

(Lowest Total Weighted Markup / Proposer's Total Weighted Markup) x (Maximum Points possible for Price).

B. Price Proposal Evaluation Period

The City will attempt to evaluate Proposals within thirty (30) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

C. Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

D. Price Lists

If a Price Proposal is based on prices from a catalog or price list, Proposer shall furnish copies of the catalog or price list in electronic format. Proposer shall furnish additional price lists as required. Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract.

E. Proposing on Separate Items or in Aggregate(s)

Single Aggregate: This Solicitation will result in the evaluation and award of one Aggregate consisting of one or more lines on the Price Proposal Template. The proposed price for each line on the Price Proposal Template shall equal the proposed estimated quantity multiplied by the proposed unit price. The proposed price for the Aggregate shall equal the total cost of all line items within that Aggregate and shall be evaluated against other Price Proposals, after being reduced by any applicable LBE discounts, Local Tax discounts and/or Prompt Payment discounts.

F. Application of Discounts for Evaluating Lowest Responsive Proposer

1. LBE Bid Discount/Rating Bonus

Where price is a factor in City's evaluation process, Proposer's price shall be reduced by an amount equal to the applicable LBE Bid Discounts/Rating Bonus. The discount shall be applied solely for the purpose of determining the lowest responsive Price Proposal and shall be in addition to any other discounts, preferences, or adjustments required by City law.

2. Reserved (Prompt Payment Discounts)

3. Reserved (Anticipated Local Tax Revenue (Admin Code Section 21.32) Discount)

4. Sample Discount Calculation

Evaluations are performed on a pre-tax basis except in rare instances, where tax may be a factor (i.e. One vendor bundles the commodities and services in such a way that the entire amount must be taxed, while another vendor clearly separates commodities and services). Below is an example of how bid discounts and/or rating bonuses are applied to a Price Proposal for commodities and services.

ABC Firm Price Proposal Attributes • Certified Small or Micro LBE • SF Presence as defined by Admin Code 21.32 • Offering 4%/30 Net31 Prompt Payment Discount	**Offered Price Proposal (Pre Tax)**	**14B LBE Bid Discount (10%)**
Services	**$1,000**	($100)

Total	**$3,000**	($300)

IX. WRITTEN PROPOSAL (150 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in Attachment 5, Written Proposal Template. *The content of all Proposals must consist of the information specified in Attachment 5, in the order outlined, in order to be deemed responsive.*

X. ORAL INTERVIEWS (90 POINTS)

The Evaluation Panel will hold oral interviews with Proposers that have met the Minimum Qualifications and whose Written Proposals received a score of at least 110 Points**.** Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least one week prior to the date of interview to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

XI. INSURANCE AND BONDS

A. Insurance

Prior to award, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Attachment 1, City's Proposed Agreement Terms.

B. Reserved (Performance Bond).

~~C. Reserved (Fidelity Bond).~~**Fidelity Bond: The successful Proposer will be required to furnish and maintain throughout the term of this contract a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than $50,000 with any deductible not to exceed $5,000 and including City as additional obligee or loss payee as its interest may appear.**

D. Failure to Provide Insurance and/or Bonds

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing

in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or

2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

B. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

C. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Solicitation Addenda

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any**

and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

E. Proposal Term

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

F. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

G. Proposal Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of $100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and

2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders.

J. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;

2. Reject any or all Proposals;

3. Reissue the Solicitation;

4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;

5. Procure any materials, equipment or services specified in this Solicitation by any other means; or

6. Determine that the subject goods or services are no longer necessary.

K. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

L. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

a. Any condition set forth in this Solicitation;

b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and

c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

Agreement between the City and County of San Francisco

and
Universal Protection Service, LP, dba: Allied Universal Security Services

TC86240 AGREEMENT

This Agreement is made this 15st day of February, 2023, in the City and County of San Francisco ("City"), State of California, by and between Universal Protection Service, LP, dba: Allied Universal Security Services, 400 Montgomery St., 7th Floor, San Francisco, CA 94104 ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to procure unarmed security guard services for Zuckerberg San Francisco General Hospital, located at 1001 Potrero Avenue, San Francisco, CA 94110, and Castro Mission Health Center, located at 3850 17th St, San Francisco, CA 94114 from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 7010; and

WHEREAS, this is a contract for Services and the Local Business Entity ("LBE") subcontracting participation requirement for the Services has been waived; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and all City Departments authorized to utilize this Agreement for the purpose of securing the Services described herein.

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

1.6 "Contractor" means Universal Protection Service, LP, dba: Allied Universal Security Services, 400 Montgomery Street, 7th Floor, San Francisco, CA 94104

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

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

1.9 "Party" and "Parties" means the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on February 15, 2023 and expire on February 14, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Options** The City has the option to renew the Agreement for a period of [1] additional year, for a total contract term of [3] years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement.

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

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Two Million Six Hundred Thousand Dollars and Zero Cents **($2,600,000.00).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until City approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to cure Services provided in an unsatisfactory manner, even if the unsatisfactory character may have been apparent or detected at the time such payment was made. Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information may not be processed for payment.

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

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

(a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

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

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

3.3.8 **Payment Terms.**

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

(b) **Reserved (Payment Discount Terms).**

3.4 **Audit and Inspection of Records**. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to the Services. Contractor will permit City to audit, examine, copy, and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify Contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims**. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Payment of Prevailing Wages**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

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

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

3.6.4 **Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where services covered by Chapter 6.22 are to be performed**.**

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

available for inspection of and examination by the City and its authorized representatives and the DIR.

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

3.6.7 **Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

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

Article 4 Services

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

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

4.3 **Personnel**

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

4.3.2 **Contractor Vaccination Policy**.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found a*t* https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors (navigate to "Exemptions" to download the form).

4.4 **Reserved.**

4.5 **Services.**

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

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

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

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

(a) Independent Contractor. For the purposes of this Section 4.5, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it delivers the Services required by this Agreement and work requested by City under this Agreement. Contractor, its agents, and

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

(b) Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.5 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.6 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.7 **Reserved (Liquidated Damages).**

4.8 **Reserved (Performance Bond).**

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

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

4.11 **Usage Reports by Contractor.**

4.11.1 Each year, no later than February 15, Contractor shall prepare and submit to City an electronic report of the total Services rendered under this Agreement during the preceding calendar year (January 1 – December 31). The report must list by City department the following: (1) all Services ordered ("Order") (2) all Services delivered; (3) the date on which each Order was placed; (4) the date on which each Order was delivered; and (5) total quantity and unit price of the Services contained within each Order. Contractor must also furnish a separate similar report for the total of all items Services ordered by City which are not part of this Agreement. Contractor shall email reports to OCAVendor.Reports@sfgov.org.

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

OCA Supplier Reporting
Re: Term Contract No. 86240

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

(a) Commercial General Liability Insurance with limits not less than $2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

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

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **$1,000,000** each accident, injury, or illness.

(d) Reserved (Professional Liability Insurance)...

(e) Reserved (Technology Errors and Omissions Liability Insurance).

(f) Reserved **(**Cyber and Privacy Insurance).

(g) Reserved (Pollution Liability Insurance).

5.1.2 **Additional Insured Endorsements**

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

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

(c) Reserved **(**Auto Pollution Additional Insured Endorsement).

5.1.3 **Waiver of Subrogation Endorsements**

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

5.1.4 **Primary Insurance Endorsements**

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

(c) Reserved (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 **Other Insurance Requirements**

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

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

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

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

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

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

5.2 **Indemnification.**

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

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

Article 6 Liability of the Parties

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

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

Article 7 Payment of Taxes

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

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

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

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

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

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

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

Article 8 Termination and Default

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

8.1 **Termination for Convenience**

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

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

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

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

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

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

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

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth the cost of all Services delivered prior to City's notice of termination. City's payment obligation pursuant to this Subsection 8.1.3 shall be subject to Section 3.3.2 of this Agreement.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.2. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services rendered by Contractor under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.2.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for the Services rendered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Service rendered by Contractor under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 **Termination for Default; Remedies.**

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

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

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

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

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

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

8.3 **Non-Waiver of Rights.**

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

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

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

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements**

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

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

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

10.7 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this Agreement, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this Agreement, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

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

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

10.15 **Public Access to Nonprofit Records and Meetings.** If Contractor is a non-profit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein; and receives a cumulative total per year of at least $250,000 in City or City-administered funds and as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

10.17 **Distribution of Beverages and Water.**

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

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

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

10.18.1 Reserved.

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

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

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

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

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

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

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

Article 11 General Provisions

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

To City:	Director of Purchasing City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

	1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Email: OCA@sfgov.org Phone: (415) 554-6743 Fax: (415) 554-6717
To Contractor:	Eric McGarty Northwest Regional President Universal Protection Service, LP, dba: Allied Universal Security Services 400 Montgomery Street, 7th Floor, San Francisco, CA 94104 Email: eric.mcgarty@aus.com Phone: 415-748-6261

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

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

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

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

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

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of Services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the Services described herein in accordance with the terms and conditions of this Agreement. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's bid and/or proposal, and Contractor's printed terms, respectively.

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

11.15 **Cooperative Agreement.** Contractor agrees that during the term of this Agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this Agreement to obtain some or all of the Services to be provided by Contractor under the same terms and conditions as the City.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

12.2 Exclusion Lists and Employee Verification.

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

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

13.3 **Business Associate Agreement.**

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

The Parties acknowledge that CONTRACTOR will:

1. ☐ Do **at least one** or more of the following:
A. Create, receive, maintain, or transmit PHI for or on behalf of City (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from City or another Business Associate of City, as part of providing Services to or for City including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for City and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

13.4 **Protected Health Information.** Where applicable, Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

13.5 **Management of City Data and Confidential Information**

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

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

"purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

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

[SIGNATURES ON FOLLOWING PAGE]

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

CITY

Recommended by:

DocuSigned by:
Linda Repola
42E99F6456504C9...

Lin Repola
Supervising Purchaser
Office of Contract Administration

CONTRACTOR

Universal Protection Service, LP, dba: Allied Universal Security Services

DocuSigned by:
Eric McGarty
D2D7AB872A11465...

Eric McGarty
Northwest Regional President

City Supplier Number: **0000025762**

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson
BD54168A4C3B452...

Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: DocuSigned by:
Taraneh Moayed
9AEA44694D514E7...

Taraneh Moayed

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Appendix A

Scope of Work

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all work necessary to perform the services. The Scope of Services details the unarmed security guard services for the City and County of San Francisco ("City") by Universal Protection Service, LP, dba: Allied Universal Security Services, 400 Montgomery St., 7th Floor, San Francisco, CA 94104 ("Contractor") for Zuckerberg San Francisco General Hospital, located at 1001 Potrero Avenue, San Francisco, CA 94110 and Castro Mission Health Center, located at 3850 17th St, San Francisco, CA 94114 ("Premises").

I. Staffing Requirements. During the term of this contract, the City reserves the right to modify the parameters of such staffing as needed.

A. Security Guards. Contractor shall provide 24/7 security, including holidays, to include full time and partial day security guards, a security supervisor(s) posted on-site 24/7 and roving patrols as specified per the table below.

1. Security Guard Shifts. The chart below details the security guard shifts assigned to the Premises. The shift schedule may be modified on a temporary basis by mutual agreement between City and Contractor.

Location	Shift Hours	Days	# Guards/Shift
Building 5 Lobby Unarmed Roving Guard	0600-1400	Monday - Friday	5
	1400-2200	Monday - Friday	3
Building 5 Lobby Unarmed Roving Guard	0730-1700	Saturday-Sunday	2
Urgent Care Unarmed Roving Guard	0600-1400	Monday - Sunday	1
	1400-2200	Monday - Sunday	1
Building 80 & 90	0800 - 1600	Monday - Friday	2
Building 9 Occupational Health Service	0630 – 1530	Monday-Friday	2
Building 9 Occupational Health Service	0630 - 1900	Tuesday	2
Relief Officer/Shift Supervisor Unarmed Roving Guard	0600-1400	Monday - Sunday	1
	1400-2200	Monday - Sunday	1
	0001-0800	Monday - Sunday	1
Hospital Lobby-Building 25 Unarmed Roving Guard	0600-1400	Monday - Sunday	1
	1400-2200	Monday - Sunday	1
	0001-0800	Monday - Sunday	1
Castro Mission Health Center	0730 - 2030 0730 - 1730	Monday – Tuesday Wednesday - Friday	2 2

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

2. Full-Time Security Guard Rest and Meal Break Schedule. Contractor shall provide all legal required rest and meal breaks to their security Guards and it shall be done in a manner that does not compromise security operations and coverage requirements for this site.

3. Emergency Guards. Contractor shall provide twenty-four (24) hour emergency response services when an alarm company notifies the Contractor of an alarm and/or unauthorized break in the systems, including dispatching a radio equipped security guard to investigate and if necessary notifying the DPH Director of Security, Andrea Labutan, and/or San Francisco Police Department ("SFPD").

4. As-Needed Guards. Upon 24 hours' notice, Contractor shall provide As-Needed Guards in addition to the standard security contract, upon DPH Director of Security or his/her designated representative's request in writing, specifying the dates and durations of the shifts. As-Needed Guards shall perform the services under this Agreement. The Contractor shall bill as-needed Guards, including Guards needed for an emergency response, at the rate provided for As-needed Guards in Appendix B "Price Proposal."

5. As-Needed Supervisors. Upon 24 hours' notice, Contractor shall provide As-Needed Guards in addition to the standard security contract, upon DPH Director of Security or his/her designated representative's request in writing, specifying the dates and durations of the shifts. As-Needed Supervisors shall perform the services under this Agreement. The Contractor shall bill as-needed Supervisors, including Supervisors needed for an emergency response, at the rate provided for As-needed Guards in Appendix B "Price Proposal."

6. Back Up Personnel. Contractor shall have a reasonable number of qualified and trained back up personnel ready to assume assignment under the contract.

7. Right to Revise Shifts. Provided the City gives a written one (1) week notice of changes of the regular shifts detailed in Section I.A.1. Security Guard shifts above, during the Agreement term, the City shall have the right to revise at any time without any penalty or additional cost to the City:

a. the hours per shift;
b. the number of Guards per shift;
c. and/or the amount/number of shifts per day; and
d. the reassignment of security force. Guards shall be reassigned within five calendar days of the City's request.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

If circumstances require the elimination of certain services, the price to the City will be adjusted downward, based upon the hourly wages as provided on the Bid Sheet.

B. Supervisors. Contractor shall provide adequate supervision of Guards at no additional cost to the City. "Supervisor" means guards who perform the same work as security guards, with concepts and organization skills, who have authority and exercise independent judgment to effectively recommend to hire/promote, discipline, assign, reward or adjust the grievances of other employee. Supervisors are not shift leads. While shift leads may assist in many supervisorial functions, shift leads shall prepare or offer input, but shall not make determinations or recommendations. Persons in the supervisor role. At a minimum, Contractor shall provide a Supervisor for Guard management and support. During the term of this contract, the City reserves the right to modify the parameters of such adequate staffing as needed. Contractor shall bill at the rates provided in Appendix B "Price Proposal" for Supervisory Shifts detailed under Section I.A.1. Security Guard shifts above.

C. Other Staff. Contractor shall provide other services personnel at no additional cost to the City. At a minimum, Contractor shall provide:

1. Account Manager. Contractor shall provide a member of its management staff as an Account Manager to coordinate Services to be provided by this Agreement.

2. Security Liaison Officer. Contractor shall provide a member of its management staff as Security Liaison Officer to the City.

3. Administrative Support. Contractor shall provide all necessary administrative support to manage Contractor's employees.

4. Central Communications Center. Contractor shall provide a central point of contact that operates on a continuous basis, where continuous basis is defined as twenty-four (24) hours a day, seven (7) days a week, including holidays, without interruption, until termination or expiration of the Agreement.

II. Services. Contractor's shall provide all services as instructed by the respective DPH Director of Security or his/her designated representative. The services to be are subject to the approval of the respective DPH Director of Security(s) or his/her designated representative.

A. Staffing. Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts and locations for which guard security services and support services are required to be provided by this Agreement as described in Section I. Staffing Requirements, above.

1. Guard List and Notice of First Day.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

a. No later than Friday every week, the Contractor shall furnish the respective DPH Director of Security, or his/her designated representative with a complete list of all security guards on-site for the following week.
b. Contractor shall update the list of assigned Guards for each location whenever a change in assignment is made.
c. Contractor shall provide no less than (5) business days' prior written notice of a Guard's first day onsite. Substitutions of previously trained and vetted personnel will not require (5) business days written notice.

2. Supervisor Contact List.

a. Contractor shall submit a Supervisor Contact List within fifteen business days (15) days prior to the Agreement start date. The Supervisor Contact list must include the names and contact numbers for all supervisorial employees associated with this contract.
b. Contractor shall update the supervisor contact list whenever a change in supervisors is made.

3. Other Staffing Contact List. No later than 30 days prior to the Agreement start date, Contractor shall provide DPH Director of Security with the names and contact information for each of the following staff members:

a. Account Manager;
b. Security Liaison Officer;
c. Administrative Support;
d. Central Communications Center; and
e. Technical Support.
f. Contractor shall update the Other Staffing Contact List whenever a change in other staffing is made

Contractor shall update the Other Staffing Contact List whenever a change in other staffing is made.

4. Removal and Replacement of Unqualified Guards. Any Guard that fails to perform the duties detailed in Section II.B. Security Guard Duties, below, or meet the qualifications detailed in Section III. Guard Requirements, below, will be considered unqualified and Contractor shall dismiss the Guard from work under this Agreement and replace the Guard immediately at no additional cost to the City.

5. Right to Remove. The DPH Director of Security or his/her designated representative reserves the right to direct Contractor to remove any personnel from its Premises at any time it desires and for any reason, with or without cause.

6. Turnover. Contractor shall not exceed a fifty percent (50%) turnover rate per fiscal year with respect to Guards assigned to this Agreement.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

B. Security Guard Duties. The following duties comprise the requirements of guards assigned to this Agreement. Contractor shall revise post orders and duties as Contractor and DPH Director of Security see fit.

1. General Duties.

a. Security officers will not be required to perform property and narcotics scanners unless the Sheriff's Office does not have the staffing to perform these duties, and they have advised DPH of their limited staffing.

b. Security officers assigned at either hospital are required to complete New Employee Orientation, which includes how to respond to hospital emergencies.

c. All employees, vendors, and contractors are required to be able to respond, appropriately to actual hospital emergencies, drills, or surveyor questions concerning emergency response plans.

d. All Guards assigned under this Agreement shall

i. Report to their shifts on time and be there for the entire duration of the shift;
ii. Investigate unusual or suspicious activity;
iii. Guard the Premises against fire, theft, damage and trespass;
iv. Protect safety of persons on sites;
v. Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways and on sidewalks;
vi. Monitor all incoming and outgoing traffic. Make sure anyone not signing into the building has the required building ID card to enter, all others must sign in and verify that each person is authorized to enter the building.
vii. Ask visitors which floor they are going to and direct them accordingly;
viii. At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and hospital staff;
ix. Be visible to the public, alert, and attentive at all times while on duty;
x. Not be engaged in or conduct any personal business or business outside those described in this Agreement at any time while assigned to perform Services, except during authorized breaks;
xi. Not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties, except during authorized breaks; and
xii. Not be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
xiii. Use Personal Protection Equipment (PPE) to minimize risk for exposure. The access control staff will provide the Guard with personal protective equipment.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

2. Building 25. This Guard is responsible for maintaining a fixed position to provide support to the clinical staff in accessing access control to the hospital, in accordance with the COVID health-order. All Guards assigned to Building 25 under this Agreement shall:

i. Document all security related incidents
ii. Respond to security emergencies within the hospital lobby
iii. Preserve order, including compliance with regulations pertaining to employees, visitors, and premises.
iv. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
v. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
vi. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
vii. When conducting Building 25 security duties, Watch as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
viii. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Guard shall not attempt to follow people when it is unwarranted.
ix. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center - 628-206-8063 or for security emergencies – 628-206-4911.
x. Intervene and document any security incidents
xi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

b. **Employee Identification Badges**. The Hospital's point-of-contact for the building-25 position will advise the Guard of the COVID-19 Health-order guidelines for permitted visitors and specific restrictions. Title 22 of the Joint Commission requires hospitals to establish a photo identification badge process that allows immediate identification of employees and physicians during work.

i. Guards shall ensure hospital staff always wear photo identification badge while on hospital property or in the process of providing services at San Francisco General Hospital. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible.
ii. Supervisors shall inform Guards about the expectation that the photo identification badge is worn by hospital staff during work.
iii. Guards will ensure that hospital staff wear their photo identification badge on the upper half of the body with the name and photo identification clearly visible.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

iv. Hospital staff who fail to bring their badges to work must inform the access control staff immediately or upon entry into the workplace.
v. Guards shall assist the access control staff in verifying the employee's credentials and issue a temporary badge.
vi. Guards shall require employee to show government issued identification and submit the ID in exchange for the temporary identification badge, and sign the temporary ID log prior to receiving the temporary ID.
vii. Guard shall log in the employee on the temporary identification badge log then take possession of the employee's government issued Identification/driver's license
viii. Guards shall ensure employee wear the temporary badge in a visible location on the upper half of the body until the end of the shift.
ix. At the end of the shift, Guard shall require employee to return to the temporary badge to receive their ID and sign the temporary badge log verifying receipt of their government issued identification.
x. Guard shall receive the temporary identification badge at the end of the shift and return the employee's identification upon receipt of the signature from the employee.

3. Building 5 (Main Lobby). This Guard is responsible for maintaining a fixed position to provide support to the central registration staff. All Guards assigned to Building 5 (Main Lobby) under this Agreement shall:

a. Document all security related incidents.
b. Respond to security emergencies within the building-5 lobby.
c. Preserve order, including compliance with regulations pertaining to employees, visitors, and premises.
d. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
e. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
f. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
g. When conducting Building 5 security duties, watch as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
h. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Guard shall not attempt to follow people when it is unwarranted.
i. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center to intervene and document the incident.
j. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

4. Building 5 Security Standby and Security Assist. When it is determined by an appointed medical professional, or when staff has reasonable cause to believe that an

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

individual presents a danger to them and others, Guard shall take an active role in assistance.

b. Guard shall report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center at non-emergency - 628-2068063 or for security emergencies – 628-206-4911.

c. Security Stand-by. Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.

d. Security Assist – Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient. CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.

5. Urgent Care Clinic Security Support Services. This Guard is responsible for maintaining a fixed position to provide support to the Urgent Care Clinical staff. All Guards assigned to Urgent Care Clinic Security Support Services under this Agreement shall:

a. Document all security related incidents
b. Respond to security emergencies within the Urgent Care Clinic
c. When patrolling the Urgent Care Clinic treatment area, check with the charge nurse to see if there are any patients that may pose a possible risk.
d. Preserve order, including compliance with regulations pertaining to employees, visitors, and premises.
e. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
f. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
g. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
h. When conducting Urgent Care Clinic security duties, maintain line-of-sight of the waiting room and watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
i. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Guard shall not attempt to follow people when it is unwarranted.
j. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center at non-emergency - 628-2068063 or for security emergencies – 628-206-491 to intervene and document the incident.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

k. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas

6. Castro Mission Health Center. There are two officers assigned: one officer will maintain a fixed position at the entrance lobby providing greeting and wayfinding services, the second officer will conduct interior and exterior roving patrols, parking enforcement, and provide break relief)

a. CMHC Greeting Officer.

i. The security officer is responsible for maintaining a fixed position in the clinic lobby and provide greeting and navigation services.
ii. Deter unauthorized visitors that are not seeking a medical treatment.
iii. Document all security related incidents
iv. Respond to security emergencies within the clinic.
v. Preserves order, including compliance with regulations pertaining to employees, patients, visitors, and premises, including health-order guidelines (appropriate personal protection equipment.)
vi. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
vii. Response to incidents involving disturbances, security staff assistance, and violence in the workplace.
viii. Officers will communicate with clinical staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
ix. Officers will document, in detail, all activity on their Daily Activity Report (DAR.)
x. The officer should maintain line-of-sight of the waiting room and reception desk, watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
xi. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.
xii. Radio findings to the roving security officer or call the Sheriff's Clinic Patrol Deputy –415-314-2796 or the Sheriff's Operations Center at non-emergency - 628-206-8063 or for security emergencies–628-206-4911. If a crime is being committed call 911.13. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

b. **CMHC Roving Officer**

i. The roving security officer will provide patrols throughout the 1 and 2nd floor clinic and exterior grounds and parking area.
ii. The roving security officer is required to issued parking warning notices on vehicles that are parked in DPH parking stalls without the appropriate parking pass (See Appendix A.)

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

iii. When patrolling the treatment area, check with the charge nurse to see if there are any patients that may pose a possible risk.
iv. Reframe from patrolling employee workspaces unless called to respond to a security related incident.
v. When it is determined by an appointed medical professional, or when staff have reasonable cause to believe that an individual presents a danger to them and others, it is expected that the security officer will take an active role in assisting.
vi. The first step in the officer's response is to report to the clinical staff requiring/requesting security support and to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Clinic Patrol Deputy –415-314-2796 or the Sheriff's Operations Center at non-emergency -628-206-8063 or for security emergencies–628-206-4911. If a crime is being committed call 911.

7. Urgent Care Clinic Security standby and Security Assist.

a. When it is determined by an appointed medical professional, or when staff has reasonable cause to believe that an individual presents a danger to them and others, Guard shall take an active role in assistance.
b. Guard shall report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
c. Security Stand-by. Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.

d. Security Assist. Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient. CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.

8. Reporting. All Guards assigned to this Agreement shall:

a. Sign time cards shall be signed at each check in and check out.
b. Log all arrival and departure shifts, including breaks of any kind.
c. Monitor the complaint logbook.
d. Create Incident Reports.

xi. **Reportable Incidents.** All Guards assigned to this Agreement shall write Incident Reports in any of the following circumstances, including but not limited to:

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

a. Guard is required to make any physical contact with a member or members of the public, City staff or other Guards Guard is required to intervene between any two or more persons including other Guards;
b. Guard witnesses any crime or suspected crime, including assault;

c. Guard witnesses any incident in which there is a potential injury whether or not medical attention is immediately required, or in which loss or damage to public or private property occurs;
d. Guard observes hazardous conditions;
e. Guard is required to give direction or order to a tenant or public and the tenant or public protest or express their unwillingness to comply;
f. Guard observes persons attempting to gain unauthorized entry;
g. Guard discovers any unlocked doors or any activated alarms, false or otherwise;
h. Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers; and
i. Guard observes suspicious or unusual activities

i. Reports to the DPH Director of Security. All Guards assigned to this Agreement shall report to the DPH Director of Security any of the following incidents:

A. Guard observes any unusual incidents or hazardous conditions; and/or
B. Contractor must notify DPH Director of Security of any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors, tenants, or property; or any other circumstances requiring immediate notification to DPH Director of Security or appropriate local authorities.

ii. Reports to the SFPD. All Guards assigned to this Agreement shall report to the SFPD any of the following incidents:

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

iii. Submission. All Guards assigned to this Agreement shall submit incident reports by the end of shifts, during which said incidents occur, by each and every Guard involved. City is not required to pay for services until all outstanding Incident Reports for the month have been satisfactorily submitted

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

to the DPH Director of Security. All Incident Reports are to be submitted by email to:

ATTN: Basil A. Price
City and County of San Francisco
Director of Security, Department of Health
1001 Potrero Avenue
San Francisco, CA 94110
basil.price@sfdph.org

9. Keys.

a. All Guards assigned to this Agreement shall be responsible for all building and systems keys in his/her possession and shall account for their whereabouts at all times.
b. All Guards assigned to this Agreement shall not loan keys to anyone for any reason.
c. If keys are lost or stolen, Contractor shall immediately notify DPH Director of Security so that appropriate action can be taken to safeguard the Premises.
d. Contractor shall be responsible for the cost of replacement of lost, stolen or damaged keys.

10. Emergency Duties.

a. All Guards assigned to this Agreement shall quickly respond when an emergency occurs or when the panic button is sounded to again establish peace and order.
b. All Guards assigned to this Agreement shall, at all times, be knowledgeable about the following:

i. Emergency response and emergency client telephone numbers;
ii. Emergency fire procedures including the layout of the property;
iii. Procedures and protocols for responding to medical emergencies, lost children, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies; and
iv. Facility patrol procedures.

c. All Guards assigned to this Agreement shall provide a written Emergency Report to the DPH Director of Security or his/her designated representative within forty-eight (48) hours of the incident.

11. As-Needed Duties. All Guards assigned to this Agreement shall perform additional duties that DPH Director of Security and Contractor may agree upon from time to time.

12. Right to Question Guards. The DPH Director of Security at any time he/she deems it necessary has the right to question the Security Guard on duty to ensure that they are knowledgeable of the building's services and duties.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

C. Supervisors. Supervisor responsibilities include, but are not be limited to, the following:

1. General Duties. All Supervisors assigned to this Agreement shall:

a. Plan, assign, direct, and ensure proper execution of Guard assigned duties;
b. Instruct Security Guards as to their daily duties. Such duties shall not be in conflict with those of the DPH Director of Security;
c. Supervise all guards during all shifts and ensure that they are patrolling areas as assigned. Contractor shall be able to inform City of the guards on shift and their location at any time. Contractor shall require and ensure that all guards adhere to rules provided in writing by Facility Management to the Contractor;
d. Prior to the change of every shift, ensure the readiness of Guards to be posted, including staffing availability, proper uniform requirements, and proper equipment needed to carry out Guard duties and responsibilities;
e. Address complaints and resolve problems;
f. Conduct regular inspections to ensure Guards' compliance with assigned duties, Contractor policies, and City policies; and
g. Sign Time Cards at the end of each shift to certify the accuracy thereof.
h. Implement and oversee the security operation during their scheduled shift.
i. Direct and supervise all Guard activity
j. Review all security incident reports
k. Provides copies of security incident reports to the DPH Director of Security.
l. Interface with hospital administrators, managers, and supervisors as required
m. Respond to all security related emergencies and coordinate communications with hospital administration, the ABA Security Account Manager, and DPH Director of Security
n. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.

2. Training and Orientation. All Supervisors assigned to this Agreement shall train new Guards and orient Guards to new posts and assignments, including all security companies in succession.

3. City Liaison. All Supervisors assigned to this Agreement shall be available at all times during assigned shifts to respond to City requests, including receiving and implementing orders or special instructions.

4. Coordinate with Security Liaison Officer. All Supervisors assigned to this Agreement shall communicate all changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations to all on-duty personnel, including designated staff of DPH Director of Security, and the Security Liaison Officer.

5. Records and Reports. All Supervisors assigned to this Agreement shall:

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

a. Maintain regular, accurate, and consistent attendance records; and
b. Review all reports for accuracy and completeness**.**

6. As-Needed Meetings. Supervisor(s) shall meet with the DPH Director of Security on an as-needed basis to discuss the progress of the Agreement and address ongoing issues and concerns. These meetings shall be at no cost to the City and at a mutually agreed time and place

D. Other Staff.

1. Account Manager. The Account Manager shall manage DPH's account, and handle all administrative concerns including but not limited to: provision of invoices, Reports, Records, employee certifications, organizational policies and procedures, and Agreement revisions. The Account Manager shall report directly to the DPH Director of Security, and shall have the authority to hire, fire, replace, or reassign Contractor's employees without prior approval of higher authority. The Account Manager must be available to participate in meetings with DPH, and security audits and evaluations of DPH sites, practices, and procedures when requested.

2. Security Liaison Officer. The Security Liaison Officer shall meet with the City on a regular basis, acting as the main field liaison for the DPH Director of Security and his/her designees, supervising all Field Services Supervisors, ensuring quality service delivery at all City Sites, conducting client satisfaction surveys, and developing security solutions and enhancements. The Security Liaison Officer shall have the authority to replace or reassign Contractor's employees without prior approval of higher authority. The Security Liaison Officer must first be approved by the City prior to assignment, and shall report directly to DPH Director of Security and his/her designees.

a. Hours. The Security Liaison Officer shall be on call twenty-four (24) hours per day, seven (7) days per week.

b. As-Needed Meetings. The Security Liaison Officer shall meet with the DPH Director of Security on an as needed basis to discuss the progress of the Agreement and address ongoing issues and concerns. These meetings shall be at no cost to the City and at a mutually agreed time and place.

3. Administrative Support. Administrative support includes, but is not limited to preparing reports, maintaining Records (paper and/or electronic), compiling statistics, preparing monthly invoices, and providing information as requested by DPH.

4. Central Communications Center. Operationally, Contractor shall establish a centralized dispatch and two-way radio communications network. The Central

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Communications Center shall field calls, remedy problems, and direct all service issues and requests from DPH to appropriate staff of the Contractor for resolution. The Central Communications Center must be able to establish communications between field staff and DPH within ten (10) minutes of initial DPH contact.

A. Employee Records. Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination.

1. Storage.

a. Contractor shall maintain time cards at the Premises until the end of each December.

b. At all times, Contractor shall store records and payroll records for employees' time for which the City is charged: (a) electronically and made available upon request; or (b) maintain records and payroll records for employees' time for which the City is charged within 100 miles of San Francisco.

2. Audit. All such records will be made available for audit and re audit for the entire term of the Agreement and for two years after the period of the contract.

B. Electronic Watchclock Guard Tour Reporting System. No later than 30 business days prior to the contract start date, Contractor shall provide Facility Manager with a description of the electronic watchclock guard tour reporting system or equivalent tracking/checkpoint system Contractor will be using for this Agreement for review and approval. Failure to provide a description of the electronic watchclock guard tour reporting system or equivalent tracking/checkpoint system will result in the application of Performance Metrics Credits stated in the Agreement, in Section IV. Performance Metrics, below. All guard tours shall utilize an electronic watchclock guard tour reporting system. The Contractor shall provide, install and maintain their electronic reporting system at the Contractor's sole cost and expense. Lost cards/wands/probes/memory buttons are the responsibility of the Contractor to replace. System components are the property of the Contractor and shall be installed at the start of the contract term and removed by the Contractor upon termination or expiration of the contract term. **The Electronic Watchclock Guard Tour Reporting System requirement is separate and distinct from the Daily and Incident Reports requirements detailed in Sections II.B.9. Reporting, above.**

1. System Requirements. The electronic watchclock guard tour reporting system shall include two (2) portable electronic collection devices and approximately twenty (20) data transfer devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons. The location strips/buttons will be placed at locations to be designated by the Facility Manager. The Facility Manager reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

months) in order to avoid a routine that will be noticed by perpetrators. The relocation of the devices will be designated by the Facility Manager. Bidder may propose alternative system that does not include portable electronic collection devices, provided the system has the same functionality as otherwise required in this Scope of Services. City reserves the right to inspect the proposed watchclock system and the right to reject any systems.

2. Description Requirements. Content to be included in the description includes, but is not limited to:

a. A listing of all equipment to be used;
b. A description of the tracking system, including, but not limited to what the system tracks, how the system tracks information, and frequency of tracking; and
c. A timeline of when any equipment would be installed.

3. Facility Manager Review. The Facility Manager will be able to view data collected by the electronic watchclock guard tour reporting system at any time, 24 hours a day. The Contractor shall deliver a copy of the previous day's watchclock guard tour report to the Facility Manager at the start of every weekday/non-holiday work day. All watchclock guard reports may be emailed or electronically transferred to a compatible City computer.

IV. Guard Requirements. Contractor shall provide Guards who are qualified, trained, tested, and uniformed as required in this Section for all shifts as directed by the DPH Director of Security or his/her designated representative.

A. Qualifications.

1. Qualifications List. The following qualifications shall apply to and be required of every Guard assigned to work under these agreements:

a. Education. All Guards assigned to this Agreement shall possess a high school diploma or a General Equivalency Diploma ("GED") equivalent. Having some college education is preferred; and

b. English Proficiency. Have the ability to speak, read, and understand English at a proficiency level. Guards shall be able to communicate in English verbally and in writing. All Guards assigned to this Agreement shall have the ability to speak, read, understand, and properly use documents written in English at a proficiency level. For example, duties will include the composition of various reports, both in writing and verbally.

c. **5 Years' Experience** as evidenced by five years continuous Bureau of Security and Investigative Services (BSIS) licensure

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

2. Unqualified Guards. Any Guard assigned to this Agreement who fails to meet any of the qualifications detailed in this Section shall be considered unfit and removed and replaced by the Contractor at no cost to the City.

3. Proof of Qualifications.

a. Pre-Employment Proof of Qualifications. No later than 10 business days prior to the Agreement start date, the Contractor shall furnish the respective DPH Director of Security, or his/her designated representative with (1) a copy of the application for employment of all Guards assigned to this Agreement or the resume of all Guards assigned to this Agreement indicating Guard's education level; and (2) a copy of a driver's license or other identification providing a date of birth for all Guards assigned to this Agreement.

b. Contractor must provide proof of Qualifications as required in this Agreement for all newly assigned Guards, 48 hours prior to their first shift, in accordance with Section III.A.1. Qualifications List, above. Additionally, Contractor shall provide evidence of Guard's registration through the Bureau of Security and Investigative Services (BSIS) five years prior to assigned to this Agreement.

c. As-Needed Proof. DPH Director of Security or his/her designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. **No later than 10 business days after a request is made for qualifications,** Contractor shall provide as-needed proof of such qualifications.

4. Records. Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, timesheets, payroll, and termination. City reserves the right to inspect the records pertaining to Guard Qualifications. Contractor shall provide records relating to Guard Qualifications to the DPH Director of Security if requested.

B. Training. Contractor shall establish, implement, and execute a training program as approved by the DPH Director of Security in accordance with the requirements below.

1. Training Requirements.

a. Security Guard Training. All Guards assigned to this Agreement shall complete 8 hours Site Specific Training for New Employees. This site-specific training shall serve to orient the Guard to the Premises. Under this type of training, the Guard shall shadow another Guard and cannot be the primary Guard assigned to the Premises until after this training is completed. This training time cannot be charged to the City. This training shall include at a minimum the following topics:

i. Site specific operations protocols and building procedures

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

ii. Tenant base and services to the public
iii. Points of entry, locations of egress/ingress
iv. Securing the Premises, exterior and interior doors, garage gate; and
v. Security system usage

b. As-Needed Refresher Training. Contractor shall provide refresher training to its staff upon request by the DPH Director of Security. Refresher training shall be meant to ensure that Guards are proficient at their duties. Training topics for refresher training sessions shall be selected by the DPH Director of Security. Refresher Training shall consist of at least two (2) hours of training for each request.

2. Guards Who Do Not Pass Required Training. All security Guards must successfully pass required pre-employment and ongoing training, in accordance with Section III.B.1. Training Requirements, above. Any security Guard that does not meet the training requirements detailed in Section III.B.1. Training Requirements, above, is unfit to provide services under the Agreement. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by the Contractor at no additional cost to the City.

3. Proof of Training. Training shall be arranged by the Contractor and at the Contractor's expense. Contractor shall provide training material, test results, completion certification and affidavits to the City for review before an employee is approved by the City to provide services under this Agreement.

a. Proof of Pre-Employment Training.

i. Proof of Training for Guards assigned at the Agreement start date.

1. No later than 10 business days prior to the Agreement start date, Contractor shall provide proof of pre-employment training as under Section III.B.1. Training Requirements, above, for all Guards assigned to this Agreement. Proof of training shall include but not be limited to: sign in sheets, invoices and receipts for courses taken, site specific training affidavits, and certificates received.
2. **Guard Affidavit. No later than 10 business days prior to the Agreement start date,** Contractor shall provide an affidavit of training signed by both the Contractor and his/her employee (the Guard), for each Guard assigned to this Agreement, certifying that the required training under Section III.B.1. Training Requirements, above has been completed. Falsified affidavits are grounds for immediate removal and replacement of Contractor's employee and immediate termination of the Agreement. Contractor shall verify the

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

truth and accuracy of each affidavit. Failure to verify training affidavits is a material breach of the Agreement.

ii.Proof of Training for Newly Assigned Guards.

3. Contractor shall provide proof of training as required herein for all newly assigned Guards, 48 hours prior to their first shift in accordance with Section III.B.1. Training Requirements, above**.**
4. Guard Affidavit. No later than 10 business days prior to the Agreement start date, Contractor shall provide an affidavit of training signed by both the Contractor and his/her employee (the Guard), for each new Guard assigned to this Agreement, certifying that the required training under Section III.B.1. Training Requirements, above has been completed. Falsified affidavits are grounds for immediate removal and replacement of Contractor's employee and immediate termination of the Agreement. Contractor shall verify the truth and accuracy of each affidavit. Failure to verify training affidavits is a material breach of the Agreement**.**

b. As-Needed Refresher Training. Contractor shall provide proof of as-needed refresher training as required under Section III.B.1. Training Requirements, above, for all Guards assigned to this Agreement. Training shall be provided to newly assigned security Guards, prior to their assignment to work under the Agreement. **No later 10 business days after request of as-needed refresher training,** Contractor shall provide proof of as-needed refresher training.

4. Records. Contractor must keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination. Contractor shall keep accurate and up to date records of training attendance and certificates of completion, which must be made available for review by DPH at any time. DPH reserves the right to attend and observe a training course/class/session provided to Guards assigned to this contract. The DPH Director of Security or his/her designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. The City reserves the right to inspect the Training results. Contractor shall provide reports to the DPH Director of Security if requested.

C. Uniforms. All Guards assigned to this Agreement, including the Supervisors, shall be properly uniformed Contractor shall provide at least two sets of uniform to each Guard assigned to this Agreement at the Contractor’s expense at the start of hire and another 2-3 sets after the first 30 days of site assignment. All Guards assigned to this Agreement shall wear the same identical uniform and be required to wear a numbered badge and name tag. All Guards assigned to this Agreement shall maintain a neat, orderly and presentable appearance at all times.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

1. Requirements.

a. Uniform Requirements. Contractor shall provide all Guards assigned to this Agreement with a police/military style uniform in the following colors and pieces:

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

b. **Castro Mission Health Center Uniforms**
i. Greeting Officer - blazer and tie
ii. Roving Officer - traditional security bomber jacket with logo

c. Equipment Requirements. Contractor shall provide all Guards assigned to this Agreement with a key holder, flashlight, and a cell phone for use while performing security services at each facility. On-Site Guards shall be accessible by cell phone and a radio. Contractor shall provide 2-way radios for security staff and issue radios to reception staff to call for assistance.

(a) Castro Mission Health Center Equipment.

(i) Two-way radios
(ii) Parking Warning Notices
(iii) Daily Activity Report software
(iv) Rain gear
(v) Detailed Post Orders

2. Proposed Uniform Design. No later than 10 business days prior to the Agreement start date, Contractor shall submit proposed Guard uniform design.

3. Cell Phone Number and Set Up. No later than 5 days prior to the Agreement start date, Contractor shall submit the cell phone number assigned to this Agreement and set up the cell phone in order to perform the requirements listed in Section III.C.1.b Equipment Requirements, above.

D. Unfit Guards. Any security Guard that does not meet any of the qualifications detailed in this section is unfit to provide services under the Agreement. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by the Contractor at no additional cost to the City. The City considers any condition which renders the Guard incapable of or unfit for performing their duties unacceptable. These include, but are not limited to: sleeping on duty, tardiness, abandoning post or assignment, theft, being under the influence of illegal drugs or alcohol, or having

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

any detectible amount of illegal drugs in the bloodstream. The burden of proving that a security Guard is qualified and in compliance with the Agreement shall rest on the contractor and the ultimate decision shall belong to the City.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Appendix B

Calculation of Charges

Weekdays/Weekends	Shift Hours	% Markup Over Prevailing Wage	No. of Guards per Shift
Building 5 Lobby	0600-1400 (M-F)	73.23%	5
	1400-2200 (M-F)	73.23%	3
Building 5 Lobby Weekends	0730-1700 (Sat-Sun)	73.23%	2
Urgent Care	0600-1400 (M-Sun)	73.23%	1
	1400-2200 (M-Sun)	73.23%	1
Relief Officer/Shift Supervisor	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
	0001-0800 (M-Sun)	73.23%	1
Hospital Lobby - Building 25	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
	0001-0800 (M-Sun)	73.23%	1
Building 80 & 90	0800-1600 (M-F)	73.23%	2
Building 9 Occupational Health Service	0630-1530 (M-F)	73.23%	2
Building 9 Occupational Health Service	0630-1900 (Tuesday)	73.23%	2
Holidays	**Shift Hours**	**% Markup Over Prevailing Wage**	**No. of Guards per Shift**
Building 5 Lobby	0600-1400	73.23%	1
	1400-2200	73.23%	1
Urgent Care	0600-1400	73.23%	1
	1400-2200	73.23%	1
Relief Officer/Shift Supervisor	0800-1600	73.23%	1
	1600-2400	73.23%	1
	0001-0800	73.23%	1
Hospital Lobby - Building 25	0800-1600	73.23%	1
	1600-2400	73.23%	1
	0001-0800	73. 23%	1
As-Needed Weekdays/Weekends	% Markup Over Prevailing Wage		
Day Shift	72.23%		
Evening Shift	72.23%		
Overnight Shift	72.23%		
As-Needed Holidays			

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Day Shift	72.23%
Evening Shift	72.23%
Overnight Shift	72.23%

Castro Mission Health Center - Weekdays	**Shift Hours**	**% Markup Over Prevailing Wage**	**No. of Guards per Shift**
Day Shift	0730 - 1530	72.23%	2
Overtime	1530 - 1730	72.23%	2

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Appendix C

Regulatory and Compliance Requirements

1. **Reserved (Delivery).**
2. **Price**

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

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

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

4. **Additional Services.**

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

5. **Regulatory Requirements.**
   A. **Bureau of Security & Investigative Services ("BSIS") Business Registration.** Contractor shall keep license with BSIS in good standing throughout duration of Agreement.
   B. **Bureau of Security & Investigative Services ("BSIS") Guard Registration.** Contractor shall ensure all guards providing services under this Agreement keep licenses in good standing throughout duration of Agreement. Contractor shall immediately remove guard from premises upon notice of lapse in BSIS Registration and replace with another qualified guard as defined in Appendix A, whose BSIS License was acquired prior to January 1, 2018. Contractor shall not re-instate any guard removed for lapse in BSIS Registration until guard's BSIS Guard Registration is in good standing.

6. **Other Requirements.**
   A. **Hours of Operation:** Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the Agreement, and be open at all times during that period.

   B. **Support:** Contractor shall be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall provide personnel with in-depth technical knowledge of the products the Contractor is providing under

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

this Agreement, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).

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

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

1. Infection Control, Health and Safety:

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

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

c. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

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

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

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

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

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

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

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

2. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

e. If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205,

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

E. **Criminal Background Check Program.** The Contractor shall establish, implement, and execute a Criminal Records check program as approved by the Facility Manager, conducted in compliance with San Francisco Administrative Code Chapter 12T Fair Chance Ordinance.

1. Check Program Requirements.

a. The Contractor shall utilize a third-party administrator to conduct Criminal Background Checks.

b. The Check Program must identify possession of a prohibited conviction or status.

c. The Check Program must identify Directly-Related Convictions, as defined by the San Francisco Administrative Code Chapter 12T, including:

i. Felony or serious misdemeanor convictions(s) during the last five years.

ii. A serious misdemeanor conviction, including crimes involving moral turpitude.

iii. Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct**.**

2. Guards Who Fail Criminal Background Checks. Subject to San Francisco Administrative Code Chapter 12T, the following will be considered Directly-Related Convictions and shall disqualify any Guard assigned to this Agreement:

a. Felony or serious misdemeanor convictions(s) during the last five years.

b. A serious misdemeanor conviction, including crimes involving moral turpitude.

c. Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.

3. Check Program Description. No later than 10 business days prior to the contract start date, Contractor shall provide a description of its Criminal Background Check Program, that complies with the requirements detailed in Section 6.E.1. Check Program Requirements,

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

above. The Check Program description will include the following, at a minimum:

a. A policy explaining the various testing requirements, including procedures and consequences for those employees who have a prohibited conviction or status;

b. the name of the third-party administrator that Contractor uses to perform these checks;

c. The policy must be distributed to all of the Contractor's employees who provide Guard Services; and

d. Training of all employees subject to the Criminal Records check Policy.

4. Proof of Criminal Background Checks. Contractor shall provide the Facility Manager with proof of Criminal Background Checks. All checks and re-checks shall be arranged by the Contractor and done at no additional charge to the City for the duration of this Agreement and any extensions issued thereafter.

a. Pre-Employment Checks. Subject to San Francisco Administrative Code Chapter 12T, Contractor shall conduct pre-employment Criminal Records checks for all Guards assigned to this Agreement.

i. No later than 10 business days prior to the contract start date, Contractor shall provide proof and results of Criminal Background Checks for all Guards assigned to work under this Agreement, in accordance with Section 6.E.1. Check Program Requirements, above.

ii. Contractor must provide proof of Criminal Background Checks as required under this Agreement, in accordance with Section 6.E.1. Check Program Requirements, above, for all newly assigned guards, 48 hours prior to their first shift, in accordance with Section 6.E.1. Check Program Requirements, above.

b. Annual Checks. Contractor shall conduct Criminal Records checks for all Guards assigned to this Agreement, on every anniversary date of the Agreement execution. Contractor shall provide proof of annual Criminal Background Checks as required

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

herein for all assigned guards, in accordance with Section 6.E.1. Check Program Requirements, above.

c. **Records.** Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including, but not limited to background checks. The City reserves the right to inspect the Criminal Background Check results. Contractor shall provide reports to the Facility Manager if requested.

F. **Drug and Alcohol Testing Program.** Contractor shall establish, implement, and execute a drug and alcohol testing program as approved by the Facility Manager, that complies with the San Francisco Police Code Section 3300A.5, and produce any documentation necessary to establish its compliance with Section 33000A.5.

1. **Testing Program Requirements.**

a. Contractor shall utilize an independent and certified third-party entity approved in writing by the Facility Manager to conduct all Drug and Alcohol testing.

b. The Contractor shall refer employees who test positive to a Substance Abuse Professional;

c. The Contractor shall test, at a minimum:

i. Alcohol use, by means of a breathalyzer test; and

ii. Drug use (5 types: cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen.

2. **Guards Who Fail Drug and Alcohol Testing.** All Guards must successfully pass a pre-employment Drug and Alcohol Testing prior to their assignment to this Agreement, in accordance with Section 6.F.1. Drug and Alcohol Testing Program Requirements, above. Contractor shall immediately remove and replace any Guard assigned to this Agreement who receives a positive drug or alcohol test result at no additional cost to the City.

3. **Drug and Alcohol Testing Program Description. No later than 10 business days prior to the contract start date,** Contractor shall provide a description of its Drug and Alcohol Testing Program that complies with the requirements detailed in Section 6.F.1. Drug and Alcohol Testing

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Program Requirements, above. The Drug and Alcohol Testing Program description should include the following:

a. A policy explaining Contractor's Drug and Alcohol Testing Program, the various testing requirements, including procedures and consequences for those employees who test positive;

b. The name of the third-party administrator that Contractor uses to perform these tests;

c. The policy must be distributed to all of the Contractor's employees who provide Guard Services; and

d. Training of all employees subject to the Drug and Alcohol Testing Policy. Supervisors who may make reasonable suspicion determinations need additional training on the indicators of probable drug use and alcohol misuse.

4. Proof of Drug and Alcohol Testing. Contractor shall provide the Facility Manager with proof of Drug and Alcohol Testing. All tests and re-tests shall be done at no additional charge to the City for the duration of this Agreement and any extensions issued thereafter.

a. Pre-Employment Drug and Alcohol Testing Proof.

i. No later than 10 business days prior to the contract start date, Contractor shall conduct pre-employment drug and alcohol tests for all Guards assigned to this Agreement and provide proof and results of Drug and Alcohol Testing for all Guards assigned to this Agreement, in accordance with Section 6.F.1. Drug and Alcohol Program Testing Requirements, above.

ii. Contractor must provide proof of Drug and Alcohol Testing for all newly assigned guards, 48 hours prior to their first shift, in accordance with Section 6.F.1. Drug and Alcohol Program Testing Requirements, above.

b. Reasonable Suspicion Drug and Alcohol Testing. Contractor shall conduct as-needed drug and alcohol tests, in accordance with Section 6.F.1. Drug and Alcohol Program Testing Requirements, above, for guards assigned to this Agreement, whenever there is reasonable suspicion of drug or alcohol use by a guard assigned to this Agreement and provide proof of Reasonable Suspicion Drug

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

and Alcohol Testing no later than 5 business days after reasonable suspicion arises.

5. **Records.** Contractor must keep and provide the City with access to accurate and updated Records pertaining to personnel, including, but not limited to Drug and Alcohol Testing. and produce any documentation necessary to establish its compliance with Section 33000A.5. The City reserves the right to inspect Drug and Alcohol Testing results. Contractor shall provide reports to the Facility Manager if requested.

G. **Vaccinations.** Additionally, at ZSFG, security officers are required to show proof of vaccination upon signing in for duty.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Appendix D

Reserved (BAA)

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Appendix E

COVID-19 Testing Vaccination Verification and PPE for HCP

State of California—Health and Human Services Agency

California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H.
State Public Health Officer & Director

GAVIN NEWSOM
Governor

February 22, 2022

AFL 21-28.3

TO: Skilled Nursing Facilities

SUBJECT: Coronavirus Disease 2019 (COVID-19) Testing, Vaccination Verification and Personal Protective Equipment (PPE) for Health Care Personnel (HCP) at Skilled Nursing Facilities (SNF)
(This AFL supersedes AFL 21-28.2)

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

All Facilities Letter (AFL) Summary

This AFL requires SARS-CoV-2 diagnostic screening testing for HCP in SNFs.

- The Public Health Order issued July 26, 2021 related to unvaccinated workers in high risk setting becomes effective August 9, 2021.
- This AFL requires SNFs to develop and implement processes for verifying the vaccination status of all HCP and for obtaining and tracking documentation of results of SARS-CoV-2 diagnostic screening testing from HCP who are unvaccinated or incompletely vaccinated and includes additional PPE requirements. These requirements are effective August 9th and should begin as soon as reasonably possible, with full compliance no later than August 23, 2021.
- This AFL revision notifies all facilities of the February 22, 2022 Public Health Order and requires HCP to be up to date with vaccinations and receive boosters by March 1, 2022, unless exempt. The revision also allows HCP who have completed their primary vaccination series and provide proof of subsequent COVID19 infection may defer booster administration for up to 90 days from the date of clinical diagnosis or first positive test, which in some situations, may extend the booster dose requirement beyond March 1st. This revision also requires at least twice weekly COVID-19 testing for all HCP for unvaccinated exempt HCP and booster-eligible HCP who have not yet received their booster in long-term care settings. Facilities must begin testing of all booster-eligible HCP who have not yet received their booster by December 27, 2021 and be in full compliance by January 7, 2022.

The California Department of Public Health (CDPH) strongly recommends that all HCP in SNFs (including those that are fully vaccinated and boosted) undergo at least twice weekly screening testing.

[1] Background

Coinciding with increasing circulation of more transmissible variants of the SARS-CoV-2 virus, COVID-19 cases are rising rapidly with the majority of cases occurring in unvaccinated individuals. The recent emergence of the Omicron variant further emphasizes the importance of vaccination, boosters, and prevention e orts, including testing and masking, needed to continue protecting against COVID-19. Early data also suggest the increased transmissibility of the Omicron variant is two to four times as infectious as the Delta variant. Recent evidence also shows that among healthcare workers, vaccine effectiveness against COVID-19 infection is also decreasing over time.

In an ongoing effort to ensure resident safety, and to minimize the spread of COVID-19 among vulnerable individuals, CDPH is requiring SNFs to develop and implement processes for verifying the vaccination status of all HCP, and for obtaining and tracking documentation of twice-weekly SARS-CoV-2 diagnostic screening testing of all unvaccinated exempt HCP and booster-eligible HCP who have not yet received their booster.

In accordance with Public Health Officer Order – Health Care Worker Vaccine Requirement issued February 22, 2022, CDPH is requiring HCP to be up to date with vaccinations and receive boosters by March 1, 2022, unless exempt. HCP who have completed their primary vaccination series and provide proof of subsequent COVID-19 infection may defer booster administration for up to 90 days from the date of clinical diagnosis or first positive test, which in some situations, may extend the booster dose requirement beyond March 1st. HCP not yet

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

eligible for boosters or who show proof of infection must be in compliance no later than 15 days after the recommended timeframe for receiving the booster dose. Additionally, all unvaccinated exempt HCP and booster-eligible HCP who have not yet received their booster must be tested for COVID-19 at least twice weekly. Facilities must begin testing of all booster-eligible HCP who have not yet received their booster by December 27, 2021 and be in full compliance by January 7, 2022.

CDPH strongly recommends that all SNF HCP (including those that are fully vaccinated and boosted) undergo at least twice weekly screening testing.

[2] Options for Providing Proof of Vaccination

Per the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

- COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided, and date last dose administered); OR a photo of a Vaccination Record Card as a
- separate document; OR a photo of the client's Vaccination Record Card stored on a phone or electronic
- device; OR documentation of COVID-19 vaccination from a healthcare provider; OR digital record that
- includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name,
- date of birth, vaccine dates and vaccine type; OR documentation of vaccination from other contracted employers who follow these vaccination guidelines and standards.
-

HCP may access their digital vaccination record by using the Digital COVID-19 Vaccine Record website.

In the absence of knowledge to the contrary, an employer may accept the documentation presented as valid. Facilities must have a plan in place for tracking verified worker vaccination status. Documentation of the verification must be kept on file at the facility and made available upon request by CDPH or the local public health department.

[3] Updated Routine Diagnostic Screening Testing of Unvaccinated Exempt or Booster Eligible HCP

- HCP who are unvaccinated exempt or booster-eligible HCP who have not yet received their booster must undergo **at least twice-weekly** SARS-CoV-2 diagnostic screening testing.
- HCP who are unvaccinated exempt or booster-eligible HCP who have not yet received their booster that work no more than one shift per week must undergo **weekly** SARS-CoV-2 diagnostic screening testing, and the testing should occur within 48 hours before their shift.
- HCP who are unvaccinated exempt or booster-eligible HCP who have not yet received their booster that work less often than weekly must undergo SARS-CoV-2 diagnostic screening testing, and the testing should occur within 48 hours before **each shift.**
- HCP who are unvaccinated exempt or booster-eligible HCP who have not yet received their booster that do not work in areas where care is provided to patients, or to which patients do not have access for any purpose, must undergo **weekly** SARS-CoV-2 diagnostic screening testing.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

SNFs can provide antigen testing or polymerase chain reaction (PCR) testing to HCP. HCP may choose to use antigen or PCR tests provided by the SNF to satisfy this requirement. HCP that are unvaccinated or incompletely vaccinated shall be tested at **the cadence specified above** with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

HCP that are unvaccinated or incompletely vaccinated must observe all other infection control requirements, including masking, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier or a previous positive antibody test for COVID-19 does not waive this requirement. HCP with COVID-19 should be excluded from work for the duration of their isolation period. SNFs should follow CDC Guidance on Mitigating Staffing Shortages, and CDC Return to Work guidance to determine when HCP may return to work.

For additional information about response testing, diagnostic testing of symptomatic HCP, diagnostic screening testing of asymptomatic fully vaccinated HCP, testing for patients, plans for use of test results, and procedures for work exclusion please refer to AFL 20-53.6.

Employers who conduct workplace diagnostic screening testing should have a plan in place for tracking test results, conducting workplace contact tracing and response testing, and reporting results to public health departments. There are IT platforms available that can facilitate these processes for employers. Employers should also consult CDPH/CDC guidance on workplace screening testing for additional cohort specific considerations. Testing is not a substitute for other COVID-19 prevention measures, such as vaccination, mask wearing, physical distancing, improved ventilation, hand hygiene and cleaning and disinfection.

Health care facilities should continue to implement strategies to increase, maintain, and track vaccination coverage among HCP as high as possible, including verifying vaccination status of new hires, and offering education, listening sessions, counseling, and vaccination at every opportunity, even to those HCP who have previously refused.

[4] Additional Personal Protective Equipment and Masking for Unvaccinated HCP

The Aerosol Transmissible Disease (ATD) Standard (Title 8 of the California Code of Regulations section 5199) requires all employees working in an area or residence where a suspected or confirmed COVID-19 case is present to use National Institute for Occupational Safety and Health (NIOSH) approved respirators. An N95 is the minimum protection permitted for these employees. A higher level of respiratory protection is required for certain medical procedures. Health facilities are covered by the ATD Standard.

The COVID-19 Emergency Temporary Standard (ETS) (Title 8, sections 3205 – 3205.4) requires employers to provide NIOSH approved respirators, such as N95s, upon request to employees who are unvaccinated or incompletely vaccinated and who are working indoors or in vehicles with more than one person.

Pursuant to the July 26, 2021 Public Health Order, all facilities identified in the Order must strictly adhere to current CDPH Masking Guidance. To the extent they are already applicable, facilities must also continue to adhere to Cal/OSHA's standards for ATD and ETS.

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

In addition to respirators required under Title 8 of the California Code of Regulations, **facilities must provide respirators to all unvaccinated or workers who work in indoor work settings where (1) care is provided to patients or residents, or (2) to which patients or residents have access for any purpose.** Workers are strongly encouraged to wear respirators in all such settings. The facility must provide the respirators at no cost, and workers must be instructed how to properly wear the respirator and how to perform a seal check according to the manufacturer's instructions, if this has not already occurred.

SNFs may submit any questions about infection prevention and control of COVID-19 to the CDPH Healthcare Associated Infections Program via email at HAIProgram@cdph.ca.gov.

If you have any questions about this AFL, please contact the CDPH Healthcare-Associated Infections Program via email at HAIProgram@cdph.ca.gov.

If you have any questions about state testing prioritization plans, please contact the Testing Taskforce at testing.taskforce@state.ca.gov.

Sincerely,

Original signed by Cassie Dunham

Cassie Dunham
Acting Deputy Director

Resources:

- CDPH Updated Testing Guidance
- CalREDIE Manual Lab Reporting Module (PDF)
- CMS QSO 20-38 (PDF)
- CDC Duration of Isolation and Precautions for Adults with COVID-19
- CDC Criteria for Return to Work for Healthcare Personnel with SARS-CoV-2 Infection (Interim Guidance)
- AFL 20-52 COVID-19 Mitigation Plan Implementation and Submission Requirements for SNFs and Infection
- Control Guidance for HCP
- Lab Resources for Testing
- Department of Managed Health Care COVID-19 webpage
- CDC Nursing Homes Testing Recommendations
- CDC Long-Term Care Facility Wide Testing
- Nursing Home Preparing for COVID-19
- CDC Guidance on Mitigating Staffing Shortages
- CDPH Guidance on the Use of Antigen Tests for Diagnosis of Acute COVID-19
- Public Health Order - Health Care Worker Protections in High-Risk Settings

Public Health Order - Health Care Worker Vaccine Requirement

[5] People are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health

DocuSign Envelope ID: 62972362-8C36-4BE1-8574-0D7A7707582D

Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).

[6] CDC Defines **quarantine** as separate and restrict the movement of people who were exposed to a contagious disease to see if they become sick. CDC Quarantine and Isolation.

[7] Healthcare Personnel (HCP) refers to all paid and unpaid persons serving in healthcare settings who have the potential for direct or indirect exposure to patients or infectious materials, including body substances (e.g., blood, tissue, and specific body fluids); contaminated medical supplies, devices, and equipment; contaminated environmental surfaces; or contaminated air. HCP include, but are not limited to, nurses, nursing assistants, physicians, technicians, therapists, phlebotomists, pharmacists, students and trainees, contractual staff not employed by the healthcare facility, and persons not directly involved in patient care, but who could be exposed to infectious agents that can be transmitted in the healthcare setting (e.g., clerical, dietary, environmental services, laundry, security, engineering and facilities management, administrative, billing, and volunteer personnel). For purposes of this guidance, this does not include HCP in other buildings in a site containing a High-Risk Setting, such as a campus or other similar grouping of related buildings, unless such personnel do any of the following: (i) access the acute care or patient areas of the High-Risk Setting; or (ii) work in-person with patients who visit those areas.

Center for Health Care Quality, MS 0512 . P.O. Box 997377 . Sacramento, CA 95899-7377
(916) 324-6630 . (916) 324-4820 FAX
Department Website (cdph.ca.gov)

Page Last Updated : February 22, 2022

DocuSign Envelope ID: 047C8FE3-05C7-418F-9D9A-FD909A21FDE3

City and County of San Francisco
Office of Contract Administration
Purchasing Division

First Amendment

THIS **FIRST** AMENDMENT ("Amendment") is made as of **March 20, 2024**, in San Francisco, California, by and between **Universal Protection Service, LB, dba Allied Universal Security Services**("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled OCA DPH | TC86240 ZSFGH & LHH Unarmed Sec Gd Svcs issued through Sourcing Event ID 7010 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0002921 and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on November 7, 2022 from the Civil Service Commission under PSC number 41282-22/23 which authorizes the award of multiple agreements, the total value of which cannot exceed $17,100,000.00 and the individual duration of which cannot exceed 2 years 47 weeks; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated February 15, 2023 between Contractor and City.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Calculation of Charges. Section 3.3.1. Calculation of Charges of the Agreement currently reads as follows:

DocuSign Envelope ID: 047C8FE3-05C7-418F-9D9A-FD909A21FDE3

3.3.1. Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Two Million Six Hundred Thousand Dollars and Zero Cents **($2,600,000.00).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

Such section is hereby amended in its entirety to read as follows:

3.3.1. Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Two Million Six Hundred Thousand Dollars and Zero Cents **($6,000,000.00).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.2 **Section 3.3.7. Grant Funded Contracts.** 3.3.1. Reserved (Grant Funded Contracts) of the Agreement currently reads as follows:

3.3.7. Reserved (Grant Funded Contracts).

Such section is hereby amended in its entirety to read as follows:

3.3.7. Grant Funded Contracts.

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

(b) **Disallowance**. If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

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

DocuSign Envelope ID: 047C8FE3-05C7-418F-9D9A-FD909A21FDE3

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 4.2 Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule

3.2 **Section 10.15 Public Access to Nonprofit Records and Meetings.** *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15. Nonprofit Contractor Requirements.

10.15.1. Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2. Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after specify the date of this Amendment.

Article 5 Legal Effect

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

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

CITY
Recommended by:

DocuSigned by:
Lorna Walker
9041EC4D1516452...

Lorna Walker
Procurement Manager
Office of Contract Administration

CONTRACTOR
Universal Protection Service, LP, dba:
Allied Universal Security Services

DocuSigned by:
Christian Arno
357002CC3419465...

Christian Arno
Regional Vice President

City Supplier number: 0000025762

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson
BD54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Taraneh Moayed
9AEA44694D514E7...
Taraneh Moayed

DocuSign Envelope ID: 047C8FE3-05C7-418F-9D9A-FD909A21FDE3

Appendix B

Calculation of Charges

Weekdays/Weekends	Shift Hours	% Markup Over Prevailing Wage	No. of Guards per Shift
Building 5 Lobby	0600-1400 (M-F)	73.23%	5
	1400-2200 (M-F)	73.23%	3
Building 5 Lobby Weekends	0730-1700 (Sat-Sun)	73.23%	2
Urgent Care	0600-1400 (M-Sun)	73.23%	1
	1400-2200 (M-Sun)	73.23%	1
Relief Officer/Shift Supervisor	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
	0001-0800 (M-Sun)	73.23%	1
Hospital Lobby - Building 25	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
	0001-0800 (M-Sun)	73.23%	1
Building 80 & 90	0800-1600 (M-F)	73.23%	2
Building 9 Occupational Health Service	0630-1530 (M-F)	73.23%	2
Building 9 Occupational Health Service	0630-1900 (Tuesday)	73.23%	2
Holidays	**Shift Hours**	**% Markup Over Prevailing Wage**	**No. of Guards per Shift**
Building 5 Lobby	0600-1400	73.23%	1
	1400-2200	73.23%	1
Urgent Care	0600-1400	73.23%	1
	1400-2200	73.23%	1
Relief Officer/Shift Supervisor	0800-1600	73.23%	1
	1600-2400	73.23%	1
	0001-0800	73.23%	1
Hospital Lobby - Building 25	0800-1600	73.23%	1
	1600-2400	73.23%	1
	0001-0800	73. 23%	1
As-Needed Weekdays/Weekends	**% Markup Over Prevailing Wage**		
Day Shift	72.23%		
Evening Shift	72.23%		
Overnight Shift	72.23%		
As-Needed Holidays			
Day Shift	72.23%		
Evening Shift	72.23%		
Overnight Shift	72.23%		

DocuSign Envelope ID: 047C8FE3-05C7-418F-9D9A-FD909A21FDE3

Castro Mission Health Center - Weekdays	**Shift Hours**	**% Markup Over Prevailing Wage**	**No. of Guards per Shift**
Day Shift	0730 - 1530	72.23%	2
Overtime	1530 - 1730	72.23%	2

Docusign Envelope ID: FD09BA60-DB51-48F3-BC0F-B4BDD45089B9

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Second Amendment

THIS **SECOND** AMENDMENT ("Amendment") is made as of **September 1, 2024**, in San Francisco, California, by and between **Universal Protection Service, LB, dba Allied Universal Security Services** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update the shift schedule and increase the contract amount; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled OCA DPH | TC86240 ZSFGH & LHH Unarmed Sec Gd Svcs issued through Sourcing Event ID 0000007010 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0003518, and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on November 7, 2022 from the Civil Service Commission under PSC number 41282-22/23 which authorizes the award of multiple agreements, the total value of which cannot exceed $17,000,000.00 and the individual duration of which cannot exceed 2 years and 47 weeks; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated February 15, 2023 between Contractor and City, as amended by the:

First Amendment, dated March 20, 2024, and

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be

Docusign Envelope ID: FD09BA60-DB51-48F3-BC0F-B4BDD45089B9

construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Article 3. Financial Matters** is modified as follows:

(a) The following section currently reads as follows:

(i) **3.3.1. Calculation of Charge.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Six Million Dollars and Zero Cents ($6,000,000.00). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

(b) ***Such section is hereby amended in its entirety to read as follows***:

(i) **3.3.1. Calculation of Charge.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Nine Million Nine Hundred Ninety-Four Thousand Dollars and Zero Cents ($9,994,000.00). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.2 **Appendix B-1.** Appendix B is hereby replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1, which is a correct and updated version.

Article 3 Reserved

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Docusign Envelope ID: FD09BA60-DB51-48F3-BC0F-B4BDD45089B9

Article 5 Legal Effect

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: FD09BA60-DB51-48F3-BC0F-B4BDD45089B9

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

CITY
Recommended by:

DocuSigned by:
Lorna Walker 10/3/2024
9041EC4D1516452...
Lorna Walker
Procurement Manager
Office of Contract Administration

CONTRACTOR
Universal Protection Service, LP, dba:
Allied Universal Security Services

DocuSigned by:
Christian Arno 10/3/2024
357002CC3419465...
Christian Arno
Regional Vice President

City Supplier number: 0000025762

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson 10/8/2024
BD54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Taraneh Moayed 10/8/2024
9AEA44694D514E7...
Taraneh Moayed

Attached Appendices: B-1 (Calculation of Charges dated September 1, 2024)

Docusign Envelope ID: FD09BA60-DB51-48F3-BC0F-B4BDD45089B9

Appendix B-1

Calculation of Charges dated September 1, 2024

Weekdays/Weekends	Shift Hours	% Markup Over Prevailing Wage	No. of Guards per Shift
Building 5 Lobby	0600-1400 (M-F)	73.23%	5
	1400-2200 (M-F)	73.23%	3
	0730-1730 (Sat-Sun)	73.23%	2
Relief Officer/Shift Supervisor	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
	0001-0800 (M-Sun)	73.23%	1
Hospital Lobby - Building 25	0600-1400 (M-Sun)	73.23%	3
	1400-2200 (M-Sun)	73.23%	3
	2200-0600 (M-Sun)	73.23%	3
Bridge Security Officer	0600-1400 (M-Sun)	73.23%	1
	1400-2200 (M-Sun)	73.23%	1
Building 9	0600-1400 (M-F)	73.23%	1
	0800-1600 (M-F)	73.23%	1
	1600-1900 (Tues)	73.23%	1
Building 80/90	0800-1700 (M-F)	73.23%	1
	0800-1700 (M-F)	73.23%	1
Building 5 Loading Dock Security	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Building 25 Loading Dock Security	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Building 5 Rover	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Building 25 Rover	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Psychiatric Emergency Services	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1

Docusign Envelope ID: FD09BA60-DB51-48F3-BC0F-B4BDD45089B9

	1600-2400 (M-Sun)	73.23%	1
Account Manager	0800-1600 (M-F)	73.23%	1

Shift	**% Markup Over Prevailing Wage**
Regularly Scheduled Weekdays	**72.23%**
Regularly Scheduled Weekends	**72.23%**
Regularly Scheduled Holidays	**72.23%**
As-Needed Holidays	**72.23%**
Regularly Scheduled Weekdays	**72.23%**
Regularly Scheduled Weekdays	**72.23%**

Docusign Envelope ID: 504F9E95-DF32-4EA0-8B0B-11914DBE1D23

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Third Amendment

THIS THIRD AMENDMENT ("Amendment") is made as of February 15, 2025, in San Francisco, California, by and between Universal Protection Service, LB, dba Allied Universal Services ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled OCA DPH | TC86240 ZSFGH & LHH Unarmed Sec Gd Svcs issued through Sourcing Event ID 0000007010 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0003518, and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on December 16, 2024 from the Civil Service Commission under PSC number DHRPSC0002633 which authorizes the award of multiple agreements, the total value of which cannot exceed nineteen million three thousand dollars ($19,003,000.00) and the individual duration of which cannot exceed 35 months; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated February 15, 2023 between Contractor and City, as amended by the:

First Amendment, dated March 20, 2024, and

Second Amendment, dated September 1, 2024.

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination

Docusign Envelope ID: 504F9E95-DF32-4EA0-8B0B-11914DBE1D23

in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Term.

(a) Section 2.1 Term of the Agreement currently reads as follows:

(i) The term of this Agreement shall commence on February 15, 2023 and expire on February 14, 2025, unless earlier terminated as otherwise provided herein.

(ii) **Options.** The City has the option to renew the Agreement for a period of [1] additional year, for a total contract term of [3] years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement.

(b) Such section is hereby amended in its entirety to read as follows:

(i) The term of this Agreement shall commence on February 15, 2023 and expire on January 15, 2026, unless earlier terminated as otherwise provided herein.

(ii) **Reserved (Options).**

Article 3 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 504F9E95-DF32-4EA0-8B0B-11914DBE1D23

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

CITY
Recommended by:

DocuSigned by:
Lorna Walker 2/7/2025
9041EC4D1516452...
Lorna Walker
Deputy Director
Office of Contract Administration

CONTRACTOR
Universal Protection Service, LP, dba Allied Universal Security Services

DocuSigned by:
Christian Arno 2/7/2025
357002CC3419465...
Christian Arno
Regional Vice President

City Supplier number: 0000025762

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson 2/10/2025
BD54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: Signed by:
Sailaja Kurella 2/10/2025
78EAEA4AB01C4E0...
Sailaja Kurella

Docusign Envelope ID: DBC4EE6D-19B1-415B-A04D-D3F735C5A452

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Fourth Amendment

THIS **FOURTH** AMENDMENT ("Amendment") is made as of December 10, 2025 in San Francisco, California, by and between **Universal Protection Service, LB, dba Allied Universal Security Services** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period by five (5) months, increase the contract amount, and update standard contractual clauses; and

Whereas, Contractor was competitively selected pursuant to a Request for Proposals entitled OCA DPH | TC86240 ZSFGH & LHH Unarmed Sec Gd Svcs issued through Sourcing Event ID 0000007010 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004833, and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on September 26, 2025 from the Civil Service Commission under PSC number DHRPSC0002633 which authorizes the award of multiple agreements, the total value of which cannot exceed Twenty-One Million Six-Hundred and Ninety-Three Thousand Dollars and NO Cents ($21,693,000.00) and the individual duration of which cannot exceed five months; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under Resolution No. 521-25 approved on October 28, 2025 in the amount of TWELVE MILLION ONE-HUNDRED AND EIGHTY THOUSAND DOLLARS and NO CENTS ($12,180,000.00) for the period commencing February 15, 2023 and ending June 14, 2026; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

Docusign Envelope ID: DBC4EE6D-19B1-415B-A04D-D3F735C5A452

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated February 15, 2023 between Contractor and City, as amended by the:

First Amendment, dated March 20, 2024,

Second Amendment, dated September 1, 2024, and

Third Amendment, dated February 15, 2025.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Term. Section 2.1. Term of the Agreement currently reads as follows:

> 2.1. The term of this Agreement shall commence on February 15, 2023, and expire on January 15, 2026, unless earlier terminated as otherwise provided herein.

Such section is hereby amended in its entirety to read as follows:

> 2.1. The term of this Agreement shall commence on February 15, 2023, and expire on June 14, 2026, unless earlier terminated as otherwise provided herein.

2.2 Calculation of Charges. Section 3.3.1. Calculation of Charges of the Agreement currently reads as follows:

> 3.3.1. **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Nine Million Nine Hundred Ninety-Four Thousand Dollars and Zero Cents ($9,994,000.00). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

Such section is hereby amended in its entirety to read as follows:

> 3.3.1. **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Twelve Million One Hundred Eighty Thousand Dollars ($12,180,000). The breakdown of charges associated with this Agreement appears in Appendix B-1, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement

Docusign Envelope ID: DBC4EE6D-19B1-415B-A04D-D3F735C5A452

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Article 13 Data and Security. Article 13 is hereby replaced in its entirety to read as follows:**

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

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

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from

Docusign Envelope ID: DBC4EE6D-19B1-415B-A04D-D3F735C5A452

City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: DBC4EE6D-19B1-415B-A04D-D3F735C5A452

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

CITY
Recommended by:

DocuSigned by:
Wil Alderman
A22523F97D49425...

Wil Alderman
Acting Procurement Manager
Office of Contract Administration

CONTRACTOR
Universal Protection Service, LP, dba Allied Universal Security Services

DocuSigned by:
Christian Arno
357002CC3419465...

Christian Arno
Regional Vice President

City Supplier number: 0000025762

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Gustin R. Guibert
D39D934F443D4CB...

Gustin R. Guibert
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Lorna Walker
9041EC4D1516452...

Lorna Walker
Deputy Director of the Office of Contract Administration

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001005

Status

BOS Legislative Clerk Acceptance

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260165

Type of Filing

Original

Contractor Information

Contractor Name

Universal Protection Service, LPP, dba Allied Universal Security Services

Contractor Email

santiago.ramirez@aus.com

Contractor Phone #

(831) 682-3335

International Address?

No

Contractor Address (US)

PO Box 31001-2374

Contractor City and State

Pasadena - CA

Contractor Zip Code

91110

Country

United States of America

Contract Information

Contract Amount

$15,380,000.00

Bid/RFP#

0000007010

Description of Amount of Contract

The contract is being extended to December 14, 2026, and the NTE has been raised to accomdate the extension.

Contract Description

DPH Unarmed Security Guard Services for Zuckerberg San Francisco General Hospital.

City Agency - Departmental Contact Information

Departmental Contact

Candice Bowling

Departmental Contact Phone #

+16286521650

Full Department Name

ADM - Office of the City Administrator

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Stephen	Jones	Allied Universal Security
COO	Andrew	Sause	Allied Universal Security
CFO	Timothy	Brandt	Allied Universal Security

City and County of San Francisco
Daniel Lurie, Mayor

Office of the City Administrator
Carmen Chu, City Administrator
Sailaja Kurella, Director
Office of Contract Administration/Purchasing

DATE: February 12, 2026

TO: Angela Calvillo, Clerk of the Board

FROM: Lorna Walker, Deputy Director of Office of Contract Administration ("OCA")

SUBJECT: Resolution to approve Fifth Amendment to Contract 1000028092 (TC86240) with Universal Protection Service, LP, DBA Allied Universal Security Services.

Enclosed please find the proposed Resolution from the Office of Contract Administration ("OCA"), on behalf of the Department of Public Health ("DPH"), requesting that the Board of Supervisors authorize the fifth amendment to Contract 1000028092 with Universal Protection Service, LP, doing business as Allied Universal Security Services, ("Allied") for unarmed security guard services at San Francisco General Hospital ("SFGH"). The proposed amendment will increase the contract amount by Three Million Two Hundred Thousand Dollars ($3,200,000), for a total not to-exceed ("NTE") amount of Fifteen Million Three Hundred and Eighty Thousand dollars ($15,380,000) and extend the term by six months (6) months to December 14, 2026. This change will allow OCA to increase security guard staffing at DPH-ZSFGH locations in response to the December 2025 incident at Building 90 resulting a City employee's loss of life, and allow OCA additional time to finalize the solicitation given the change in work resulting from that incident.

Background

Contract 1000028092 was awarded pursuant to a Request for Proposals ("RFP") issued by OCA on July 22, 2022, under Sourcing Event 0000007010. The RFP evaluated proposals based on the criteria shown in Table 1 below.

Table 1: Sourcing Event 0000007010 Evaluation Criteria

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	60
Written Proposal	150
Oral Interviews	90
TOTAL	**300**

In response to Sourcing Event 0000007010, OCA received six (6) proposals for Aggregate 1. Of these, one (1) firm was deemed non-responsive. The five (5) remaining proposals were then evaluated by a panel of three (3) City employees from DPH, the Municipal Transportation Agency, and the Real Estate Division. Of these, only Black Bear Security Services, Inc. ("Black Bear") and Allied qualified for oral interviews by scoring at least 110 points on their written proposals. As such, all other responsive proposers received a score of zero (0) for oral interviews.

On December 16, 2022, OCA issued a Notice of Intent to Award deeming Black Bear as the highest ranked proposer for Aggregate 1. Although OCA and Black Bear entered into a contract on January 1, 2023, both parties mutually agreed to terminate the contract for convenience on January 25, 2023. As a result, OCA proceeded to

award this contract to the next highest-ranked proposer, Allied.

A summary of each proposer's ranking for Aggregate 1 is provided in Table 2 below.

Table 2: Sourcing Event 0000007010 Ranking of Responsive Proposers for SFGH contract

Rank	Proposer	Aggregate 1 (SFGH) Total Proposal Score
1	Black Bear Security Services, Inc.	215
2	Allied Universal Security Services	204
3	A1 Protective Services, Inc.	162
4	ABA Protection Inc.	140
5	Treeline Security, Inc.	106

Contract Pricing Structure

The RFP evaluated proposers' pricing based on the lowest percentage markup over the fully loaded Prevailing Wage rate for Security Guards as determined by San Francisco Labor and Employment Code Article 102.11.[1]

Allied's percentage markup over the fully loaded Prevailing Wage rate for Contract 1000028092 is provided in Table 3 below.

Table 3: Allied's Percentage Markup over the Fully Loaded Prevailing Wage Rate for Contract 1000028092

Shift	Percentage Markup over the Fully Loaded Prevailing Wage Rate
	Contract 1000028092
Regularly Scheduled Weekdays	73.23%
Regularly Scheduled Weekends	73.23%
Regularly Scheduled Holidays	73.23%
As-Needed Weekdays	73.23%
As-Needed Weekends	73.23%
As-Needed Holidays	73.23%

Contract NTE Amount Calculations for SFGH

A. Original and Amendment 1 NTE Amount Calculations based on Initial 2-Year Term Ending February 14, 2025

Contract 1000028092 was executed on February 15, 2023, with an NTE amount of Two Million Six Hundred Thousand dollars ($2,600,000) and an original two-year duration ending February 14, 2025, with the option to extend to February 14, 2026.

The original NTE amount for Contract 1000028092 was calculated by multiplying the estimated number of

[1] The fully loaded Prevailing Wage rate associated with security guard services is based on the employee's years of service with the employer and the employee's number of dependents. The current Prevailing Wage rates for security guards can be found at https://www.sf.gov/sites/default/files/2024-04/21C.11%20Security%20Employee%20Chart.pdf.

hours for which service would be required over a two-year period (58,240 hours) with Allied's then average hourly rate of $43.86.[2] Approximately ten (10) months into the contract, DPH added additional security guard posts to address service gaps resulting from staffing shortages at the San Francisco Sheriff's Office. These staffing shortages have limited the San Francisco Sheriff's Office's ability to consistently provide adequate security coverage at SFGH. As such, the previously estimated need of approximately 29,120 hours per year was increased to approximately 114,244 hours per year. To ensure adequate capacity through the initial two-year term ending February 14, 2025, OCA executed Amendment 1 on March 20, 2024, to increase Contract 1000028092 NTE amount by Three Million Four Hundred Thousand dollars ($3,400,000), for a total amount of Six Million dollars ($6,000,000).

B. Amendment 2 NTE Calculations and Amendment 3 Extension of Term

As of September 6, 2024, DPH was encumbering an average of Three Hundred Twenty Thousand Seven Hundred Seventy-Three dollars ($320,773) per month against Contract 1000028092 since its start date of February 15, 2023. To ensure sufficient funding through January 15, 2026, OCA executed Amendment 2 on September 1, 2024. This amendment increased the Contract's NTE amount by Three Million Nine Hundred Ninety-Four Thousand dollars ($3,994,000), bringing the total contract amount to Nine Million Nine Hundred Ninety-Four Thousand dollars ($9,994,000).

On February 15, 2025, OCA executed Amendment 3 to extend the contract end date to January 15, 2026.

C. Amendment 4 Calculations and Extension of Term

On December 10, 2025, OCA executed Amendment 4 to allow for additional time to complete a solicitation for a new contract. This amendment extended the contract end date to June 14, 2026and increased the Contract's NTE to Twelve Million One Hundred Eighty Thousand dollars ($12,180,000).

D. Amendment 5 NTE Calculations through the Revised Contract End Date of December 14, 2026.

DPH has encumbered an average of Two Hundred Eighty-One Thousand Seven Hundred Eighty-Nine dollars ($281,789) per month against Contract 1000028092 since its start date of February 15, 2023. Amendment 5 will extend the contract end date to December 14, 2026. Based on average monthly encumbrances to date and the number of remaining months on this contract once extended, OCA estimates that Contract 1000028092's NTE amount must be increased to Fifteen Million Three Hundred Eighty Thousand dollars ($15,380,000) to ensure adequate funds through their revised contract end date of December 14, 2026.

Table 5 details the basis of this calculation.

Table 5: Amendment 5 NTE Amount Calculations for Contract 1000028092 as of February 10, 2026

Contract ID	1000028092
Contract Start Date	2/15/2023
Report Run Date	12/17/2025

[2] The hourly rate was based on Allied's markup of 73.23% over the 2023 average hourly fully-loaded Prevailing Wage Rate of $25.32.

Total Encumbered Funds as of Report Run Date	$9,862,645.41
Avg Monthly Encumbrances Since Services Start Date	$289,596
Number of Months to Contract End Date	12
Additional Funds Needed (Before Adjustments)	$3,446,214
Less Available Contract Balance in PS	($2,317,355)
Plus Contingency (20%)	$689,242.7873
Other Adjustments	$1,378,485.57
Total Additional Funds Needed through Contract End Date (After Adjustments)	$3,196,588
Current Executed Contract NTE	$12,180,000
Proposed Revised Executed Contract NTE	$15,376,588
Proposed Revised Executed Contract NTE (Rounded to nearest thousand)	$15,380,000

Recommendation

Department of Public Health's mission is to deliver essential services that support and protect people, families, and communities in San Francsico. Contract 1000028092 with Allied is critical to DPH's operations and its ability to provide security services to ensure the safety, security, and welfare of patients, visitors, vendors, and staff at SFGH. Security guards assigned to the contract provide access control by screening people entering the facility, conducting designated route patrols of both interior and exterior locations, and responding to incidents involving disturbances, violence and/or other needs to preserve order. A timely approval of this resolution will allow DPH to increase guard services as a result of the recent incident and provide uninterrupted security guard services at SFGH until a new contract can be awarded.

If you have any questions or require additional information, please contact Lorna Walker at 628-652-1639.

Enclosures:

1. Contract 1000028092 Initial Contract
2. Contract 1000028092 Amendment 1
3. Contract 1000028092 Amendment 2
4. Contract 1000028092 Amendment 3
5. Contract 1000028092 Amendment 4
6. Contract 1000028092 Proposed Amendment 5
7. Contract 1000028092 Amendment 5 Resolution
8. Contract 1000028092 Form 126f4