

File No. 200935

Committee Item No. 1

Board Item No. \_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 23, 2020

Board of Supervisors Meeting

Date \_\_\_\_\_

### Cmte Board

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- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
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- Grant Budget
- Subcontract Budget
- Contract/Agreement
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- Award Letter
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### OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date September 18, 2020

Completed by: Linda Wong Date \_\_\_\_\_

1 [Contract Amendment Approval - Retroactive - Allied Universal Security - Security Services -  
2 Not to Exceed \$17,222,088]

3 **Resolution retroactively approving a first amendment to the contract between the City**  
4 **and County of San Francisco, by and through its Human Services Agency, and Allied**  
5 **Universal Security for the provision of unarmed security services, to increase the**  
6 **amount of the contract by \$7,888,248 for a total amount not to exceed \$17,222,088 to**  
7 **commence July 15, 2020; and to revise the term end date from sixty calendar days after**  
8 **expiration of the Local Emergency as declared by the Mayor or her designee to**  
9 **December 31, 2020, for an amended agreement term of April 1, 2020, through December**  
10 **31, 2020.**

11  
12 WHEREAS, The Office of Mayor, through California Government Code, Sections 8550  
13 et seq., San Francisco Charter, Section 3.100(13), and Chapter 7 of the San Francisco  
14 Administrative Code, proclaimed the existence of a local emergency on February 25, 2020;  
15 and

16 WHEREAS, The City and County of San Francisco, by and through its Human Services  
17 Agency, wishes to provide security services at City managed Hotel and Congregate sites to  
18 provide a safe and protected environment for its employees, guests, and the general public  
19 during the COVID-19 Pandemic; and

20 WHEREAS, The Human Services Agency entered into a COVID Emergency contract  
21 with Allied Universal Security in the amount of \$9,333,840 beginning April 1, 2020, through  
22 sixty (60) calendar days after expiration of the Local Emergency; and

23 WHEREAS, The Human Services Agency wishes to increase the amount of the  
24 contract due to increased and continuing needs of security services at City managed hotel  
25 and congregate sites, and to revise the term end date; now, therefore be it



<p><b>Item 1</b>  <b>Files 20-0935</b>  <i>Continued from 9/16/20</i></p>	<p><b>Department:</b>                  Human Services Agency</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution retroactively approves a first amendment to the contract between the Human Services Agency (HSA), and Allied Universal Security for the provision of unarmed security services, to (i) increase the amount by \$7,888,248 from \$9,333,840 for a total amount not to exceed \$17,222,088 to commence July 15, 2020; and (ii) to revise the contract term end date from sixty calendar days after expiration of the Local Emergency as declared by the Mayor to December 31, 2020, for an amended agreement term of April 1, 2020, through December 31, 2020.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>In April 2020, the Human Services Agency (HSA) awarded a COVID-19 Emergency contract to Allied University Security for \$9,333,840 to provide unarmed security guard services at various COVID-19 temporary quarantine facilities for the contract term of April 1, 2020 through sixty calendar days after expiration of the Local Emergency.</li> <li>The purpose of the proposed contract amendment is to provide additional time to transition to four new security service vendors procured through a COVID Emergency Bid for Unarmed Security Services issued in May. HSA intended to procure and transition to lower-cost replacement vendors to all sites before July 15, 2020. However, onboarding new vendors and transferring sites from Allied University Security to the new taken longer than expected.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>HSA expects FEMA funds to pay for 65.3 percent of the costs and approximately 34.7 percent of the remaining costs will be funded by the CARES Act Emergency Support Grant. HSA anticipates needing to staff eight sites with Allied security guards from September through December 2020 during the transition to the new replacement vendors.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>When the COVID-19 Emergency contract with Allied Universal Security was executed in April 2020, the vendor’s billing rates were \$75/hour for April and part of May, and were later reduced to \$65 for part of May and June. The billing rate from July 1 through the proposed contract end date of December 31, 2020 is \$50/hour.</li> <li>According to an analysis conducted by the BLA Office comparing the \$65/hour and \$50/hour billing rate, the security officer blended pay rate stayed the same at \$29.17. The higher rates charged by Allied Security in May and June were not to increase security officer wages, but instead compensated branch overhead, vehicle costs, corporate services, insurance, and management/supervision.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**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**

On February 25, 2020, the Mayor issued a proclamation declaring a local emergency because of the COVID-19 pandemic health crisis. On March 17, 2020, the County of San Francisco Health Officer ordered San Francisco residents to shelter in place to control the spread of COVID 19. The intent of the order was for individuals to self-isolate as much as possible to prevent infection from the virus. The order specifically exempted homeless individuals but urged the City to take steps to provide shelter for these individuals.

In April 2020, the Board of Supervisors approved an emergency ordinance<sup>1</sup> to require the City to secure 8,250 private rooms by April 26, 2020, through service agreements with hotels and motels for use as temporary quarantine facilities for people currently experiencing homelessness, people released from local hospitals with COVID-19 exposure or infection, and front-line workers in the COVID-19 crisis (File 20-0363).

In April 2020, the Human Services Agency (HSA) awarded a COVID-19 Emergency contract with Allied University Security for \$9,333,840 to provide unarmed security guard services at various COVID-19 temporary quarantine facilities for the contract term of April 1, 2020 through sixty calendar days after expiration of the Local Emergency. Because the contract was less than \$10 million and less than 10 years, the contract did not require Board of Supervisors' approval. According to Ms. Elizabeth Leone, HSA Senior Contracts Manager, the contract was procured under Administrative Code 21.15 – Emergency Procurement Procedures<sup>2</sup> in response to the need for unarmed security services at quarantine facilities given the COVID-19 health crisis and shelter-in-place order. Consequently, rather than issuing a Request for Proposals (RFP), HSA chose the vendor because of an existing contract with Allied Universal Security for \$13,974,576 from July

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<sup>1</sup> The emergency ordinance required the City to secure 8,250 private rooms by April 26, 2020, through service agreements with hotels and motels for use as temporary quarantine facilities for people currently experiencing homelessness, people released from local hospitals with COVID-19 exposure or infection, and front-line workers in the COVID-19 crisis; waive the requirement under Charter, Section 9.118, that the Board of Supervisors approve the service agreements for private rooms; require daily reporting to the Board of Supervisors on the City's progress in procuring and providing the needed rooms; require congregate care facilities for the homeless to comply with social distancing practices and implement COVID-19 screening protocols; and direct the City to use best efforts to enable people leaving congregate care facilities for temporary rooms provided by the City to subsequently return to congregate care facilities.

<sup>2</sup> Administrative Code Section 21.15 – Emergency Procurement Procedures allows departments to enter into emergency contracts without a competitive solicitation. Contracts with values greater than \$100,000 require Board of Supervisors approval "as soon as possible." As noted above, the Department has not sought Board of Supervisors approval for the existing contract with Allied Security, which was executed in April 2020.

1, 2018 through June 30, 2021 for the provision of security services at HSA facilities, which was approved by the Board of Supervisors in May 2018 (File 18-0418) and selected through a competitive solicitation process.

### DETAILS OF PROPOSED LEGISLATION

The proposed resolution retroactively approves a first amendment to the contract between the Human Services Agency (HSA), and Allied Universal Security for the provision of unarmed security services, to (i) increase the amount by \$7,888,248 from \$9,333,840 for a total amount not to exceed \$17,222,088 to commence July 15, 2020; and (ii) to revise the contract term end date from sixty calendar days after expiration of the Local Emergency as declared by the Mayor to December 31, 2020, for an amended agreement term of April 1, 2020, through December 31, 2020. According to Ms. Leone, the proposed resolution was introduced on August 24, 2020, or approximately five weeks after the estimated budgeted expenditure authority of the contract was reached, because, as noted below, HSA had experienced delays in transitioning to new security contracts, and therefore needed to continue services provided by Allied until the new vendors were in place.

#### Services Provided

The purpose of this contract is to provide unarmed security services for HSA's COVID-19 Alternative Housing Program, which provides hotel rooms to residents to quarantine and isolate. The scope of security services under this contract includes providing assistance and information, maintaining order, deterring intrusion, disputes, violence, theft and vandalism, and responding to emergencies. Each guard shift is 24 hours and coverage is 7 days a week. The City may adjust the hourly and site requirements as needed throughout the term of the contract.

#### Transition to New Vendors

According to Ms. Leone, the purpose of the contract amendment is to provide additional time to transition to four new security service vendors<sup>3</sup> procured through a COVID Emergency Bid for Unarmed Security Services issued by HSA on May 27, 2020. Ms. Leone states that the Department intended to procure and transition competitively priced, lower-cost replacement vendors to all sites before July 15, 2020. However, onboarding new vendors and transferring sites from Allied University Security to the new vendors has taken longer than expected. According to Mr. Vladimir Rudakov, the Director of Investigations/Program Integrity at HSA, the new vendors have been unable to hire enough employees to staff up sites. Consequently, under the proposed amendment, the department anticipates that Allied Universal Security will provide approximately 22,300 hours of labor per month from September through December 2020, and approximately 44,530 hours of labor in August 2020<sup>4</sup>, until HSA is able to gradually transition

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<sup>3</sup> The four new vendors are A1 Protective Services, Inc., Patrol Solutions, LLC, VIP Security Specialist, and Comprehensive Security Services, Inc. According to Mr. David Kashani, HSA Contracts Manager, all four contracts have been executed, and each contract is less than \$10 million and less than 10 years. Therefore, the contracts did not require Board of Supervisors' approval. The solicitation was generally conducted by HSA as a "low bid", whereby the lowest responsive bidder(s) were awarded the contracts.

<sup>4</sup> Information on actual hours of labor in August are not available yet.

services at sites to the new lower-cost vendors. According to Mr. David Kashani, HSA Contracts Manager, since the proposed resolution has been submitted, HSA's new vendors have made significant progress in taking over sites from Allied. HSA is requesting the full amount to be approved to ensure that there is enough contract authority to cover any unforeseen transition challenges with the new vendors.

### Performance Monitoring

According to Ms. Leone, performance monitoring is tracked through time sheets to ensure security guards are present on sites, as well as incident reports from Site Managers. The primary contract objective is to provide 24 hours a day, 7 days a week security services at temporary quarantine facilities. Timesheets are submitted as supporting documentation to the department with the vendor invoices. Incident reports are filed by Site Managers if security guards are not on site or not performing their duties correctly and reported to the vendor to be addressed and/or to dispatch a replacement.

## FISCAL IMPACT

Table 1 below summarizes the sources and uses of the proposed contract spending.

**Table 1. Sources and Uses of Funds for Proposed Allied Universal Security Contract (April through December 2020)**

Sources of Funds	April through July 15, 2020 <sup>5</sup> (Actual)	July 16 through December 2020 (Proposed)	Total
FEMA	\$5,335,092	\$5,148,233	\$10,483,325
CARES Act COVID Relief Fund (CRF)	\$3,588,848	\$0	\$3,588,848
CARES Act Emergency Support Grant (ESG)	\$409,901	\$2,740,015	\$3,149,915
<b>Total Sources</b>	<b>\$9,333,840</b>	<b>\$7,888,248</b>	<b>\$17,222,088</b>

Uses of Funds	April through July 15, 2020 (Actual)	July 16 through December 2020 (Proposed)	Total
Allied Security Guard Salaries	\$9,333,840	\$7,888,248	\$17,222,088
<b>Total Uses</b>	<b>\$9,333,840</b>	<b>\$7,888,248</b>	<b>\$17,222,088</b>

Source: Revised Appendix B-1 to Proposed First Modification

As shown in Table 1 above, for the proposed contract extension period, approximately 65.3 percent of the funding sources comes from FEMA, and approximately 34.7 percent is provided through the CARES Act Emergency Support Grant.

Table 2 below shows the proposed expenditures from July 16, 2020 through December 31, 2020 by site and proposed number of guards per shift. As shown in the table, HSA anticipates needing to staff eight sites with Allied security guards from September through December 2020 during

<sup>5</sup> According to Ms. Leone, June and July invoices have not been submitted by the vendor and are estimates.

the transition to the new replacement vendors. The billing rate from July 16, 2020 through December 31, 2020 per the proposed amendment is \$50/hour.

**Table 2. Proposed Expenditures for Allied Universal Security Contract (July 16, 2020 through December 31, 2020)**

Site Number	Number of Guards per Shift	July 16-31, 2020	August 2020	September 2020	October 2020	November 2020	December 2020	Total
1	2							
2	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
4	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
5	2	\$36,000	\$73,008					\$109,008
6	2	\$36,000	\$73,008					\$109,008
7	2							
8	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
10	10	\$180,000	\$365,040					\$545,040
11	2							
16	3	\$54,000	\$109,512					\$163,512
17	3	\$36,000	\$109,512					\$145,512
25	3	\$54,000	\$109,512					\$163,512
28	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
29	2							
30	3							
31	3	\$54,000	\$109,512	\$109,512	\$109,512	\$109,512	\$109,512	\$601,560
32	3.5	\$63,000	\$127,764	\$127,764	\$127,764	\$127,764	\$127,764	\$701,820
33	3.5	\$63,000	\$127,764					\$190,764
34	2	\$0						
35	3	\$54,000	\$109,512					\$163,512
38	2	\$36,000	\$109,512	\$109,512	\$109,512	\$109,512	\$109,512	\$583,560
A	6	\$108,000	\$219,024	\$219,024	\$219,024	\$219,024	\$219,024	\$1,203,120
F	4							
<b>Total Expenditures</b>		<b>\$1,062,000</b>	<b>\$2,226,744</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$7,888,248</b>

Source: Revised Appendix B-1 to Proposed First Modification

## POLICY CONSIDERATION

### Billing Rates

As previously mentioned, HSA has an existing contract with Allied Universal Security for \$13,974,576 from July 1, 2018 through June 30, 2021 for the provision of unarmed security services at HSA facilities, which was approved by the Board of Supervisors in May 2018 (File 18-



0418). Per the terms of this contract, the straight time billing rate for unarmed security services was \$31.84/hour, and the overtime rate was \$47.76/hour, with future modifications based on the Prevailing Wage.

When the COVID-19 Emergency contract with Allied Universal Security was executed in April 2020, the vendor's billing rates increased to \$75/hour for April and part of May, and was later reduced to \$65 for part of May and June. The billing rate from July 1 through the proposed contract end date of December 31, 2020 is \$50/hour. According to Ms. Leone, the vendor stated that the \$75/hour billing rate was based on a COVID-19 premium to protect assets in a crisis. According to an analysis conducted by the BLA Office comparing the \$65/hour and \$50/hour billing rate, the security officer blended pay rate stayed the same at \$29.17. However, the "other" and "overhead" billing rate categories increased the most at approximately 177 percent and 74 percent. In the "other" billing rate category, the "management and supervision" line item had the highest increase at 310 percent. The vendor did not provide a billing rate breakdown for the \$75/hour rate. Table 3 below shows the billing rate comparison.

**Table 3. Allied Universal Security COVID-19 Security Services Contract Billing Rate Breakdown Comparison**

	<b>\$50 Billing Rate</b>	<b>\$65 Billing Rate</b>	<b>Percentage Change</b>
Security Officer Blended Pay Rate	\$29.17	\$29.17	0.00%
<i>Payroll Taxes</i>			
FICA/Medicare	\$2.23	\$2.23	0.00%
Unemployment - Federal	\$0.18	\$0.18	0.00%
Unemployment - State	\$0.44	\$1.20	172.73%
Workers Compensation	\$1.46	\$2.19	50.00%
SF City Tax	\$0.44	\$0.44	0.00%
<i>Total</i>	<i>\$4.75</i>	<i>\$6.24</i>	<i>31.37%</i>
<i>Benefits</i>			
Health Care Insurance	\$3.66	\$5.00	36.61%
Life Insurance	\$0.15	\$0.29	93.33%
Vacation	\$1.13	\$1.46	29.20%
Sick Leave	\$1.02	\$1.57	53.92%
401k Retirement Plan	\$0.24	\$0.24	0.00%
Tuition as Assistance	\$0.06	\$0.06	0.00%
Uniforms	\$0.55	\$1.46	165.45%
Training	\$0.67	\$0.88	31.34%
<i>Total</i>	<i>\$7.48</i>	<i>\$10.96</i>	<i>46.52%</i>
<i>Other</i>			
Selection/Screening	\$1.17	\$1.25	6.84%
Management and Supervision	\$1.6	\$6.56	310.00%
General Liability Insurance	\$0.73	\$1.9	160.27%
<i>Total</i>	<i>\$3.5</i>	<i>\$9.71</i>	<i>177.43%</i>
<i>Overhead</i>			
Branch Overhead	\$1.53	\$3.57	133.33%
General and Administrative	\$1.02	\$1.02	0.00%
Corporate/Regional Services	\$0.55	\$0.58	5.45%
Nextel Radio/Phones	\$0.57	\$0.57	0.00%
Vehicle Lease/Maintenance	\$0.58	\$1.46	151.72%
Profit	\$0.88	\$1.75	98.86%
<i>Total</i>	<i>\$5.13</i>	<i>\$8.95</i>	<i>74.46%</i>
<b>Total Bill Rate</b>	<b>\$50</b>	<b>\$65</b>	<b>29.98%</b>

Source: BLA Analysis of Allied Universal Security Billing Rates

As shown above, the higher rates charged by Allied Security in May and June were not to increase security officer wages, but instead compensated branch overhead, vehicle costs, corporate services, insurance, and management/supervision.

As previously mentioned, the proposed contract amendment is needed for additional time to transition services at sites to the new lower-cost vendors due to the new vendors' challenges with recruitment and staffing. According to Ms. Leone, the new vendors' billing rates range from \$35 to \$40.30/hour.

Finally, as previously mentioned, the proposed contract with Allied Universal Security could be extended again if the transition to the new replacement vendors does not occur before December 31, 2020, if there are significant challenges in vendor transition.

### **RECOMMENDATION**

Approve the proposed resolution.

<p><b>Item 4</b> <b>Files 20-0935</b></p>	<p><b>Department:</b> <b>Human Services Agency</b></p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution retroactively approves a first amendment to the contract between the Human Services Agency (HSA), and Allied Universal Security for the provision of unarmed security services, to (i) increase the amount by \$7,888,248 from \$9,333,840 for a total amount not to exceed \$17,222,088 to commence July 15, 2020; and (ii) to revise the contract term end date from sixty calendar days after expiration of the Local Emergency as declared by the Mayor to December 31, 2020, for an amended agreement term of April 1, 2020, through December 31, 2020.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• In April 2020, the Human Services Agency (HSA) awarded a COVID-19 Emergency contract with Allied University Security for \$9,333,840 to provide unarmed security guard services at various COVID-19 temporary quarantine facilities for the contract term of April 1, 2020 through sixty calendar days after expiration of the Local Emergency.</li> <li>• The purpose of the proposed contract amendment is to provide additional time to transition to four new security service vendors procured through a COVID Emergency Bid for Unarmed Security Services issued in May. HSA intended to procure and transition to lower-cost replacement vendors to all sites before July 15, 2020. However, onboarding new vendors and transferring sites from Allied University Security to the new taken longer than expected.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• HSA expects to FEMA funds to pay for 65.3 percent of the costs and approximately 34.7 percent of the remaining costs will be funded by the CARES Act Emergency Support Grant. HSA anticipates needing to staff eight sites with Allied security guards from September through December 2020 during the transition to the new replacement vendors.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• When the COVID-19 Emergency contract with Allied Universal Security was executed in April 2020, the vendor’s billing rates were \$75/hour for April and part of May, and was later reduced to \$65 for part of May and June. The billing rate from July 1 through the proposed contract end date of December 31, 2020 is \$50/hour.</li> <li>• According to an analysis conducted by the BLA Office comparing the \$65/hour and \$50/hour billing rate, the security officer blended pay rate stayed the same at \$29.17. The higher rates charged by Allied Security in May and June were not to increase security officer wages, but instead compensated branch overhead, vehicle costs, corporate services, insurance, and management/supervision.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

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**BACKGROUND**

On February 25, 2020, the Mayor issued a proclamation declaring a local emergency because of the COVID-19 pandemic health crisis. On March 17, 2020, the County of San Francisco Health Officer ordered San Francisco residents to shelter in place to control the spread of COVID 19. The intent of the order was for individuals to self-isolate as much as possible to prevent infection from the virus. The order specifically exempted homeless individuals but urged the City to take steps to provide shelter for these individuals.

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<sup>2</sup> Administrative Code Section 21.15 – Emergency Procurement Procedures allows departments to enter into emergency contracts without a competitive solicitation. Contracts with values greater than \$100,000 require Board of Supervisors approval "as soon as possible." As noted above, the Department has not sought Board of Supervisors approval for the existing contract with Allied Security, which was executed in April 2020.

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## DETAILS OF PROPOSED LEGISLATION

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### Services Provided

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<sup>3</sup> The four new vendors are A1 Protective Services, Inc., Patrol Solutions, LLC, VIP Security Specialist, and Comprehensive Security Services, Inc. According to Mr. David Kashani, HSA Contracts Manager, all four contracts have been executed, and each contract is less than \$10 million and less than 10 years. Therefore, the contracts did not require Board of Supervisors' approval. The solicitation was generally conducted by HSA as a "low bid", whereby the lowest responsive bidder(s) were awarded the contracts.

<sup>4</sup> Information on actual hours of labor in August are not available yet.

services at sites to the new lower-cost vendors. According to Mr. David Kashani, HSA Contracts Manager, since the proposed resolution has been submitted, HSA's new vendors have made significant progress in taking over sites from Allied. HSA is requesting the full amount to be approved to ensure that there is enough contract authority to cover any unforeseen transition challenges with the new vendors.

### Performance Monitoring

According to Ms. Leone, performance monitoring is tracked through time sheets to ensure security guards are present on sites, as well as incident reports from Site Managers. The primary contract objective is to provide 24 hours a day, 7 days a week security services at temporary quarantine facilities. Timesheets are submitted as supporting documentation to the department with the vendor invoices. Incident reports are filed by Site Managers if security guards are not on site or not performing their duties correctly and reported to the vendor to be addressed and/or to dispatch a replacement.

## FISCAL IMPACT

Table 1 below summarizes the sources and uses of the proposed contract spending.

**Table 1. Sources and Uses of Funds for Proposed Allied Universal Security Contract (April through December 2020)**

Sources of Funds	April through July 15, 2020 <sup>5</sup> (Actual)	July 16 through December 2020 (Proposed)	Total
FEMA	\$5,335,092	\$5,148,233	\$10,483,325
CARES Act COVID Relief Fund (CRF)	\$3,588,848	\$0	\$3,588,848
CARES Act Emergency Support Grant (ESG)	\$409,901	\$2,740,015	\$3,149,915
<b>Total Sources</b>	<b>\$9,333,840</b>	<b>\$7,888,248</b>	<b>\$17,222,088</b>

Uses of Funds	April through July 15, 2020 (Actual)	July 16 through December 2020 (Proposed)	Total
Allied Security Guard Salaries	\$9,333,840	\$7,888,248	\$17,222,088
<b>Total Uses</b>	<b>\$9,333,840</b>	<b>\$7,888,248</b>	<b>\$17,222,088</b>

Source: Revised Appendix B-1 to Proposed First Modification

As shown in Table 1 above, for the proposed contract extension period, approximately 65.3 percent of the funding sources comes from FEMA, and approximately 34.7 percent is provided through the CARES Act Emergency Support Grant.

Table 2 below shows the proposed expenditures from July 16, 2020 through December 31, 2020 by site and proposed number of guards per shift. As shown in the table, HSA anticipates needing to staff eight sites with Allied security guards from September through December 2020 during

<sup>5</sup> According to Ms. Leone, June and July invoices have not been submitted by the vendor and are estimates.

the transition to the new replacement vendors. The billing rate from July 16, 2020 through December 31, 2020 per the proposed amendment is \$50/hour.

**Table 2. Proposed Expenditures for Allied Universal Security Contract (July 16, 2020 through December 31, 2020)**

Site Number	Number of Guards per Shift	July 16-31, 2020	August 2020	September 2020	October 2020	November 2020	December 2020	Total
1	2							
2	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
4	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
5	2	\$36,000	\$73,008					\$109,008
6	2	\$36,000	\$73,008					\$109,008
7	2							
8	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
10	10	\$180,000	\$365,040					\$545,040
11	2							
16	3	\$54,000	\$109,512					\$163,512
17	3	\$36,000	\$109,512					\$145,512
25	3	\$54,000	\$109,512					\$163,512
28	4	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$802,080
29	2							
30	3							
31	3	\$54,000	\$109,512	\$109,512	\$109,512	\$109,512	\$109,512	\$601,560
32	3.5	\$63,000	\$127,764	\$127,764	\$127,764	\$127,764	\$127,764	\$701,820
33	3.5	\$63,000	\$127,764					\$190,764
34	2	\$0						
35	3	\$54,000	\$109,512					\$163,512
38	2	\$36,000	\$109,512	\$109,512	\$109,512	\$109,512	\$109,512	\$583,560
A	6	\$108,000	\$219,024	\$219,024	\$219,024	\$219,024	\$219,024	\$1,203,120
F	4							
<b>Total Expenditures</b>		<b>\$1,062,000</b>	<b>\$2,226,744</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$7,888,248</b>

Source: Revised Appendix B-1 to Proposed First Modification

## POLICY CONSIDERATION

### Billing Rates

As previously mentioned, HSA has an existing contract with Allied Universal Security for \$13,974,576 from July 1, 2018 through June 30, 2021 for the provision of unarmed security services at HSA facilities, which was approved by the Board of Supervisors in May 2018 (File 18-



0418). Per the terms of this contract, the straight time billing rate for unarmed security services was \$31.84/hour, and the overtime rate was \$47.76/hour, with future modifications based on the Prevailing Wage.

When the COVID-19 Emergency contract with Allied Universal Security was executed in April 2020, the vendor's billing rates increased to \$75/hour for April and part of May, and was later reduced to \$65 for part of May and June. The billing rate from July 1 through the proposed contract end date of December 31, 2020 is \$50/hour. According to Ms. Leone, the vendor stated that the \$75/hour billing rate was based on a COVID-19 premium to protect assets in a crisis. According to an analysis conducted by the BLA Office comparing the \$65/hour and \$50/hour billing rate, the security officer blended pay rate stayed the same at \$29.17. However, the "other" and "overhead" billing rate categories increased the most at approximately 177 percent and 74 percent. In the "other" billing rate category, the "management and supervision" line item had the highest increase at 310 percent. The vendor did not provide a billing rate breakdown for the \$75/hour rate. Table 3 below shows the billing rate comparison.

**Table 3. Allied Universal Security COVID-19 Security Services Contract Billing Rate Breakdown Comparison**

	<b>\$50 Billing Rate</b>	<b>\$65 Billing Rate</b>	<b>Percentage Change</b>
Security Officer Blended Pay Rate	\$29.17	\$29.17	0.00%
<i>Payroll Taxes</i>			
FICA/Medicare	\$2.23	\$2.23	0.00%
Unemployment - Federal	\$0.18	\$0.18	0.00%
Unemployment - State	\$0.44	\$1.20	172.73%
Workers Compensation	\$1.46	\$2.19	50.00%
SF City Tax	\$0.44	\$0.44	0.00%
<i>Total</i>	<i>\$4.75</i>	<i>\$6.24</i>	<i>31.37%</i>
<i>Benefits</i>			
Health Care Insurance	\$3.66	\$5.00	36.61%
Life Insurance	\$0.15	\$0.29	93.33%
Vacation	\$1.13	\$1.46	29.20%
Sick Leave	\$1.02	\$1.57	53.92%
401k Retirement Plan	\$0.24	\$0.24	0.00%
Tuition as Assistance	\$0.06	\$0.06	0.00%
Uniforms	\$0.55	\$1.46	165.45%
Training	\$0.67	\$0.88	31.34%
<i>Total</i>	<i>\$7.48</i>	<i>\$10.96</i>	<i>46.52%</i>
<i>Other</i>			
Selection/Screening	\$1.17	\$1.25	6.84%
Management and Supervision	\$1.6	\$6.56	310.00%
General Liability Insurance	\$0.73	\$1.9	160.27%
<i>Total</i>	<i>\$3.5</i>	<i>\$9.71</i>	<i>177.43%</i>
<i>Overhead</i>			
Branch Overhead	\$1.53	\$3.57	133.33%
General and Administrative	\$1.02	\$1.02	0.00%
Corporate/Regional Services	\$0.55	\$0.58	5.45%
Nextel Radio/Phones	\$0.57	\$0.57	0.00%
Vehicle Lease/Maintenance	\$0.58	\$1.46	151.72%
Profit	\$0.88	\$1.75	98.86%
<i>Total</i>	<i>\$5.13</i>	<i>\$8.95</i>	<i>74.46%</i>
<b>Total Bill Rate</b>	<b>\$50</b>	<b>\$65</b>	<b>29.98%</b>

Source: BLA Analysis of Allied Universal Security Billing Rates

As shown above, the higher rates charged by Allied Security in May and June were not to increase security officer wages, but instead compensated branch overhead, vehicle costs, corporate services, insurance, and management/supervision.

As previously mentioned, the proposed contract amendment is needed for additional time to transition services at sites to the new lower-cost vendors due to the new vendors' challenges with recruitment and staffing. According to Ms. Leone, the new vendors' billing rates range from \$35 to \$40.30/hour.

Finally, as previously mentioned, the proposed contract with Allied Universal Security could be extended again if the transition to the new replacement vendors does not occur before December 31, 2020, if there are significant challenges in vendor transition.

### **RECOMMENDATION**

Approve the proposed resolution.

**CITY AND COUNTY OF SAN FRANCISCO**  
**CONTRACT AMENDMENT**  
**CONTRACT ID: 1000018028**

THIS AMENDMENT (this “Amendment”) is made as of **July 15, 2020**, in San Francisco, California, by and between **ALLIED UNIVERSAL SECURITY SERVICES, 545 SANSOME STREET, 6TH FLOOR, SAN FRANCISCO, CA 94111** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its **Human Services Agency**.

**RECITALS**

WHEREAS, City and Contractor have previously entered into an agreement dated April 1, 2020 (the “Agreement”); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **revise the term, update the contract not to exceed amount, amend the scope of services, and amend budget projections for security at COVID sites;**

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

**Article 1      Modifications to the Agreement.**

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

The term of this Agreement shall commence on **April 1, 2020** and expire sixty (60) calendar days after expiration of the Local Emergency as further declared by the Mayor or her designee, unless earlier terminated as otherwise provided herein.

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

The term of this Agreement shall commence on **April 1, 2020** and expire on **December 31, 2020**, unless earlier terminated as otherwise provided herein.

2.      **Appendix A.** Appendix A, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by **Appendix A-1, pp. 1-9**, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

3.      **Appendix B.** Appendix B, Calculation of Charges, pp. 1 of the Aforesaid Agreement displays the original total amount of **\$ 9,333,840**.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, pp. 1, which displays the budget as herein modified to **\$17,222,088**.

4.      This Amendment shall be effective on and after the date of this Amendment.

5.      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**

**Allied Universal Security Services**

Approved by:

By: \_\_\_\_\_  
Trent Rhorer  
Executive Director  
Human Services Agency

By: \_\_\_\_\_  
Christian Arno  
General Manager  
545 Sansome Street, 6th Floor  
San Francisco, CA 94111  
Supplier ID: 0000025762

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
David Ries  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Sailaja Kurella,  
Acting Director of the Office of Contract  
Administration, and Purchaser

## **Appendix A-1: Scope of Services to be Provided**

### **Allied Universal Security Covid-19 Hotel Security Services April 1, 2020 to December 31, 2020**

#### **I. Purpose**

The goal of the contract is to provide security services for the COVID-19 Alternative Housing Program, managed by the Human Services Agency (HSA) Under the COVID-19 Alternative Housing Program, HSA is using private hotel rooms as well as a variety of other types of facilities to establish safe spaces for residents to isolate, quarantine, or shelter in place. The scope of security services under this agreement includes: providing assistance and information; maintaining order; deterring intrusion, disputes, violence, theft and vandalism; and responding to emergencies. The COVID-19 Alternative Housing locations and facilities should be adequately staffed with guards and supervisors to provide a safe working environment for all personnel working on behalf of the Department, and safety for clients that are served throughout all locations.

#### **II. Definitions**

CCSF	City & County of San Francisco
CLO	Contractor Liaison Officer
Contractor	Allied Universal Security
HSA, also Department	Human Services Agency
DLO	Departmental Liaison Officer
OCM	Office of Contract Management, HSA
Post Orders	Document listing detailed deployment/posting orders for each site - final version due 90 days post contract start date

#### **III. Specification of Contractor Requirements**

##### Contractor's License

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

**IV. Specification of Contractor Services and Responsibilities**

A. Adequate Security Coverage through Personnel and Technology

Staffing levels shall be based upon the DLO’s assessment.

B. Building Location Profiles

It is understood that the site locations are an evolving situation. As such, the Department will provide to Contractor, Building Location Profiles of each HSA sponsored site as they are identified that require security services and update the profiles as needed. These profiles may include the square footage, floors, hours, occupants, number of employees & clients, equipment, and traffic patterns and other comments, regarding each of the buildings. (See *identified* Locations of Service in Appendix D)

C. Staffing Based on Post Orders

Staffing of this contract will be based on post orders for each location of services. Each site will have a set number of guard posts and hours needing coverage for each post. Staffing should not exceed the number of posts or hours without HSA approval.

D. Acknowledgement of Authority of Department Liaison Officer

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

E. Holidays

Regular scheduled security guard services will be required on the City holidays listed below at each HSA hotel.

The City holidays are as follows:

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

F. HSA Security Service Needs Subject to Change

The number of guard posts, hours needing coverage, and locations of service are subject to change during the contract term. HSA agrees to provide written notice to the Contractor for changes in the regular service schedule, including additional services needed.

G. Emergency and Urgent Service Requests

HSA may require additional staff for emergencies or urgent situations, e.g. threat situations. The Contractor shall respond to HSA's urgent requests within two hours of notification by HSA.

#### H. Responsibilities of Contractor

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

Contractor may utilize their designated security subcontractor (Treeline Security), on a limited basis, to augment hotel security guard needs.

##### *Contractor (and/or subcontractor) as Employer*

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

As employer, Contractor is responsible for furnishing and maintaining clothing and/or equipment required by any official action or order of a local, state, or federal authority issued in relation to the COVID-19 epidemic.

Contractor shall require all guards reporting for Departmental duty to have current guard cards as issued by the State Department of Consumer Affairs (see Business and Professions code section 7583.11) in their possession. Contractor shall provide to the Department a photocopy of current guard cards for all guards assigned to HSA facilities. Photocopies of valid guard cards for new employees shall be provided prior to their start date at HSA sites. Photocopies of guard card renewals or proof of payment for the renewals shall be provided to the Department upon receipt by Contractor. If the Contractor has obtained any criminal history data as part of a background check for any of the security guards assigned to HSA, copies shall be provided to HSA

##### *Removal and Replacement at Department's Discretion*

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

Contractor's hiring practices for this contract should conform to SF Administrative Code 12T.4(a)(5) and 12T.8(j). Because security guards oversee HSA sites that serve vulnerable populations such as children in foster care, developmentally disabled adults, the elderly, etc.; Contractor should consult with the Department before hiring anyone with convictions for serious crimes against person or property.



I. Security Guard Roles and Responsibilities

- Provide assistance and information; maintain order; deter intrusion, disputes, theft and vandalism; respond to emergencies; and verbally intervene and make attempts to deescalate all hostile confrontations.
- Proactively prevent incidents/offenses before they may occur
- Observe and report incidents/offenses during and after they have occurred
- Enforce posting orders or program rules for each site

J. Uniform and Equipment Requirements

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

- All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag at all times. The Human Services Agency reserves the right to require the wearing of one of two different styles of uniforms from Contractor's standard uniform inventory.
- Uniform shall consist of one dress uniform and one utility uniform (no jumpsuits). Prior to commencement of services under this Agreement, the Human Services Agency must approve all uniforms. Any changes in the uniform style or color will be at no cost to the City.
- The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Contractor shall provide to the guards on HSA hotel sites:
  - Automobiles or other motor vehicles as required at an additional charge.
  - In addition, verifiable time records shall be kept electronically and manually for each employee assigned to provide service under this Agreement. All such records will be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

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

1. Entrance Control: Contractor shall operate and enforce a system of personnel identification and a package inspection and movement procedure (path of travel). This shall include screening people entering specified HSA facilities for weapons by use of HSA-provided metal detectors or wands. Contractor shall monitor video surveillance equipment as detailed in post orders for each site.

2. Patrol: Contractor shall make security, fire and safety patrols as defined in the Mission Statement/Post Orders. Contractor shall assure a mixture of guards of each gender to adequately patrol and search restrooms as needed.

3. Rules and Regulations: Contractor shall comply with all Department rules and regulations and policies for the operation of each site. These rules, regulations and policies will be detailed in the posting orders for each site.

4. Lost and Found: Contractor shall manage procedures for lost and found articles as a part of entrance control procedures for each applicable site.

5. Unauthorized Access: Contractor shall discover and report persons attempting to gain unauthorized access to the property.

6. Reports and Records: Contractor shall prepare and submit required reports on accidents, fires, bomb threats, unusual incidents, unlawful acts and facility related concerns. Such reports shall be kept and transmitted electronically and must be legible.

7. Emergencies: Contractor shall respond to emergency situations as required by established procedures Contractor shall assist in the evacuation of buildings under direction of hotel staff.

8. Safety: Contractor shall observe and report safety hazards as required by established procedures in the daily incident reports.

9. 24 Hour Emergency Response to Include Disaster Response

Contractor shall provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response in accordance with the protocols mutually established with the Department and documented in the Mission Partnership Statement/Posting Orders. The Contractor shall have procedures in place for response, investigation and if necessary, notification of the San Francisco Police Department.

10. Serving HSA communities

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

11. Authorization of Overtime

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

overtime or special services. Overtime most likely will be paid to the Security Professionals working this assignment. However, based upon the agreed rate, the overtime will not be billed.

## 12. Timesheets

Contractor will enforce proper segregation of duties in the approval of timesheets. Contractor must ensure the timekeeping process contains adequate checks and balances. Use of electronic time keeping systems shall be implemented within 30 days of the contract start date. All time records will be subject to auditing processes by the City.

## L. Training

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

State law requires that guards receive an additional 32 hours of training within the first 6 months of employment and at least 8 hours of training every 12 months. Guards must be in compliance with mandatory state training requirements [Business and Professions Code Section 7583.6(b)]. The Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) Security Guard Guide states:

*“A security guard must complete 40 hours of required training and an 8-hour refresher course every 12 months after completing the 40-hour course. As part of that training, a security guard must complete an 8-hour Power to Arrest/Weapons of Mass Destruction Terrorism Awareness training course prior to submitting an application. In addition, 16 hours of training is required within the first 30 days of receiving a security guard registration, or within the first 30 days from the date of hire as a security guard. An additional 16 hours of training is also required within the first six months after receiving a security guard registration, or within the first six months of employment as a security guard.”*

At a minimum, security guards shall comply with the requirements for security guards specified in § 643. Skills Training Course for Security Guards California Code of Regulations (See Appendix E).

- Only properly trained Guards shall be authorized to work at HSA sites.
- A trained Guard meets the following state mandated training requirements:
  1. The guard received the necessary skills training in compliance with the standards prescribed by section 7583.6(b) of the Business and Professions Code.
  2. Documentation that the guard has completed the necessary courses by being issued a Certificate of Completion as outlined in California Code of Regulations Section 643(b).
  3. The responsibility for providing fully trained Guards rests with the contractor.
- All costs associated with training to meet State requirements are the responsibility of the contractor.
- Initial and annual guard training shall not take place when guards are providing contracted services to the HSA.

- Training records shall be made available to the DLO upon request.
- The DLO may observe training being conducted.

The core training blocks provided by the Contractor may be waived for qualified employees if the Contractor can provide sufficient documentation that employees have comparable experience in lieu of training (e.g. former peace officers). This determination shall be made at the discretion of the Department.

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

**M. Electronic Time Accounting System**

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

**V. Contract Oversight**

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

**VII. Reporting Requirements**

- A. Copies of all reports listed below must be submitted separately to each of the following via e-mail and/or regular mail:
  - 1. Senior Contracts Manager  
Elizabeth Léone ([Elizabeth.Leone@sfgov.org](mailto:Elizabeth.Leone@sfgov.org))

2. Director of Program Integrity/Investigations  
Vladimir Rudakov ([Vladimir.Rudakov@sfgov.org](mailto:Vladimir.Rudakov@sfgov.org))

HSA Department Liaison Officer (DLO)  
Joseph Villatoro ([Joseph.Villatoro@sfgov.org](mailto:Joseph.Villatoro@sfgov.org))

3. The mailing address is:  
City and County of San Francisco  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120-7988

#### B. Incident Reports

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

C. Other Reports as required and mutually agreed to.

**HUMAN SERVICES AGENCY BUDGET SUMMARY  
BY PROGRAM**

Name													Term
Allied Universal Security Services													4/1/2020 - 12/31/2020
(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>													
If modification, Effective Date of Mod. No. of Mod.													
Program: Covid-19 Alternative Housing Program													
Monthly Program Term													New due to transition issues
Hourly Rate - as of 1st of Month:													
Hourly Rate - as of 5/15/2020:													
Site	Hours per S	Start Date	April 2020	May 2020	June 2020	July 1-15 2020	July 16-31 2020	August 2020	September 2020	October 2020	November 2020	December 2020	Total
Site Ref/No.			\$75	\$75 \$65	\$65	\$50	\$50	\$50	\$50	\$50	\$50	\$50	
1	2	23-Mar	\$108,000	\$103,440	\$93,600	\$36,000							\$341,040
2	4	25-Mar	\$216,000	\$206,880	\$187,200	\$72,000	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$1,484,160
4	4	25-Mar	\$216,000	\$206,880	\$187,200	\$72,000	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$1,484,160
5	2	6-Apr	\$90,000	\$103,440	\$93,600	\$36,000	\$36,000	\$73,008					\$432,048
6	2	5-May		\$85,440	\$93,600	\$36,000	\$36,000	\$73,008					\$324,048
7	2	7-Apr	\$86,400	\$103,440	\$93,600	\$36,000							\$319,440
8	4	8-Apr	\$93,600	\$206,880	\$187,200	\$72,000	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$1,361,760
10	10	8-Apr	\$414,000	\$517,200	\$468,000	\$180,000	\$180,000	\$365,040					\$2,124,240
11	2	16-Apr	\$54,000	\$103,440	\$93,600	\$36,000							\$287,040
16	3	16-Apr	\$81,000	\$155,160	\$140,400	\$54,000	\$54,000	\$109,512					\$594,072
17	3	16-Apr	\$81,000	\$128,640	\$93,600	\$36,000	\$36,000	\$109,512					\$484,752
25	3	30-Apr	\$1,800	\$155,160	\$140,400	\$54,000	\$54,000	\$109,512					\$514,872
28	4	21-Apr	\$72,000	\$206,880	\$187,200	\$72,000	\$72,000	\$146,016	\$146,016	\$146,016	\$146,016	\$146,016	\$1,340,160
29	2	28-Apr	\$10,800	\$103,440	\$93,600	\$36,000							\$243,840
30	3												
31	3	30-Apr	\$5,400	\$155,160	\$140,400	\$54,000	\$54,000	\$109,512	\$109,512	\$109,512	\$109,512	\$109,512	\$956,520
32	3.5	15-May		\$181,020	\$163,800	\$63,000	\$63,000	\$127,764	\$127,764	\$127,764	\$127,764	\$127,764	\$1,109,640
33	3.5	21-May		\$60,060	\$163,800	\$63,000	\$63,000	\$127,764					\$477,624
34	2	1-Jun											
35	3	27-May		\$23,400	\$140,400	\$54,000	\$54,000	\$109,512					\$381,312
38	2	29-May		\$9,360	\$93,600	\$36,000	\$36,000	\$109,512	\$109,512	\$109,512	\$109,512	\$109,512	\$722,520
A	6	2-Apr	\$210,600	\$310,320	\$280,800	\$108,000	\$108,000	\$219,024	\$219,024	\$219,024	\$219,024	\$219,024	\$2,112,840
F	4	21-Apr	\$18,000	\$108,000									\$126,000
<b>Total Expenditures</b>			<b>\$1,758,600</b>	<b>\$3,233,640</b>	<b>\$3,135,600</b>	<b>\$1,206,000</b>	<b>\$1,062,000</b>	<b>\$2,226,744</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$17,222,088</b>
<b>HSA Rev HSA Revenues</b>													
Federal FEMA Funding	Federal FEMA Funding		\$1,318,950	\$2,425,230	\$2,351,700	\$904,500	\$796,500	\$1,670,058	\$862,407	\$862,407	\$862,407	\$862,407	\$12,916,566
FEMA Match Funding (mixed)	FEMA Match Funding (m)		\$439,650	\$808,410	\$783,900	\$301,500	\$265,500	\$556,686	\$287,469	\$287,469	\$287,469	\$287,469	\$4,305,522
<b>TOTAL HSA REVENUES</b>			<b>\$1,758,600</b>	<b>\$3,233,640</b>	<b>\$3,135,600</b>	<b>\$1,206,000</b>	<b>\$1,062,000</b>	<b>\$2,226,744</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$1,149,876</b>	<b>\$17,222,088</b>
<b>Other Revenues</b>													
						\$9,333,840						\$7,888,248	\$17,222,088
Full Time Equivalent (FTE)		Count of Site	18	22	20	20	17	16	8	8	8	8	
Prepared by: _____ Telephone No.: _____ Date: _____													
HSA-CO Review Signature: _____													
HSA #1													

**City and County of San Francisco  
Human Services Agency**

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

**and**

**Allied Universal Security Services**



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## Preamble

This Agreement is made this **1st day of April, 2020**, in the City and County of San Francisco, State of California, by and between **Allied Universal Security Services, 545 Sansome Street, 6<sup>th</sup> Floor, San Francisco, CA 94111** (“Contractor”), and the City and County of San Francisco, acting by and through its Human Services Agency (“City”).

## Recitals

**WHEREAS**, this Agreement is a sole source emergency services contract approved by the Office of the Controller and awarded pursuant to procedures applicable under the Local Emergency declared by Mayor London Breed on Tuesday, February 25, 2020, and Chapter 21 of the San Francisco Administrative Code, attached hereto; and

**WHEREAS**, the Human Services Agency (“Department”) wishes to procure the following emergency services in support of the Local Emergency: **Provide unarmed security guard services at multiple COVID-19 Alternative Housing Program sites in San Francisco**; and,

Now, **THEREFORE**, the parties agree as follows:

## Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through the Executive Director of the Human Services Agency.

1.3 **"Contractor"** has the meaning set forth in the Preamble.

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

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

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

## Article 2 Term of the Agreement

### 2.1 Term.

The term of this Agreement shall commence on **April 1, 2020** and expire sixty (60) calendar days after expiration of the Local Emergency as further declared by the Mayor or her designee, unless earlier terminated as otherwise provided herein.

## Article 3 Financial Matters

### 3.1 Certification of Funds; Budget and Fiscal Provisions.

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges for the Services will accrue only after prior written authorization certified by the Controller, and the amount of

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

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

**3.2 Guaranteed Maximum Costs.**

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

**3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million, Three Hundred Thirty-Three Thousand, Eight Hundred Forty Dollars (\$9,333,840)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Department confirms that the Services have been provided in a manner satisfying all of the requirements of this Agreement. Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in Section 3.4, or in such alternate manner as the Parties have mutually agreed upon in writing.

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

### 3.4 **Getting paid by the City for goods and/or services.**

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

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

### 3.5 **Federal and/or State Funded Contracts. (Reserved)**

### 3.6 **Contract Amendments.**

3.6.1 **Formal Contract Amendment:** Except as expressly set forth herein, Contractor shall not be entitled to an increase in the Compensation or an extension of the Booking Period unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.6.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

### 3.7 **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 and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years, 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.

### 3.8 **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 entity who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. An entity will be deemed to have submitted a false claim to the City if the entity: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently

discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.9 Payment of Prevailing Wages**

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.

## **Article 4 Services Contractor and City Agrees to Perform.**

### **4.1 Services Contractor Agrees to Perform.**

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

### **4.2 Qualified Personnel.**

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

### **4.3 Subcontracting. (Reserved)**

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City

shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 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 save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

#### **4.5 Assignment.**

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

#### **4.6 Warranty.**

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

#### **4.7 Liquidated Damages. (Reserved)**

#### **4.8 Bonding Requirements. (Reserved)**

### **Article 5 Insurance and Indemnity**

#### **5.1 Insurance.**

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

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and



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

(d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor’s Commercial General Liability and Commercial Automobile Liability Insurance policies 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.

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

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

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

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

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

5.1.9 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.

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

## 5.2 Indemnification.

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

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

5.2.2 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..

## Article 6 Liability of the Parties

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

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor,

or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

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

## **Article 7      Payment of Taxes**

### **7.1      Taxes**

City shall reimburse Contractor for all sales and use taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Contractor shall include a line item in its invoice and the budget for taxes.

### **7.2      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**

### **8.1      Expiration of Local Emergency / Termination for Convenience**

8.1.1 This Agreement shall expire of its own accord on the expiration date set forth in Section 2.1. In addition, City shall have the option, in its sole discretion with not less than 30 days' written notice, to terminate this Agreement, at any time during the term hereof, for convenience. City shall also have the option, in its sole discretion and without penalty of any kind, to terminate this Agreement upon a determination by the City that Contractor is unable to continue to provide the Services described in Appendix A or otherwise in this Agreement. In any case, the City shall provide written notice that specifies 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 of Contractor shall be subject to the prior approval of City. Within 30 days after the specified termination date, Contractor shall submit to City an invoice. City's payment obligation under this Section shall survive termination of this Agreement.

### **8.2      Termination for Default; Remedies.**

8.2.1 City may terminate this Agreement for Contractor's default in the event that Contractor fails or refuses to perform or observe 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 thirty (30) calendar days after written notice thereof from City to Contractor ("**Event of Default**").

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek

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

### 8.3 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:

Article 3	Financial Provisions		11.9	Agreement Made in California; Venue
Article 5	Insurance and Indemnity		11.10	Construction
Article 6	Liability of the Parties		11.11	Entire Agreement
Article 7	Payment of Taxes		11.12	Compliance with Laws
Article 8	Termination and Default		11.13	Severability
			Article 13	Data and Security

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.

## Article 9 Rights In Deliverables (Reserved)

### 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/](http://www.amlegal.com/codes/client/san-francisco_ca/)

#### 10.2 Conflict of Interest.

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

#### 10.3 Prohibition on Use of Public Funds for Political Activity.

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

#### **10.4 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.**

In the performance of this Agreement, Contractor covenants and agrees that it will not discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, and national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship. Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **10.6 LBE and Non-Discrimination in Contracting Ordinance. (Reserved)**

#### **10.7 Minimum Compensation Ordinance.**

If Administrative Code Chapter 12P applies to this contract, 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.

#### **10.8 Health Care Accountability Ordinance.**

If Administrative Code Chapter 12Q applies to this contract, 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 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 Slavery Era Disclosure. (Reserved)**

### **10.13 Working with Minors. (Reserved)**

### **10.14 Consideration of Criminal History in Hiring.**

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

### **10.15 Public Access to Nonprofit Records and Meetings.**

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

**10.16 Food Service Waste Reduction Requirements.**

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

**10.17 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.

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

**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: Human Services Agency  
1650 Mission St #300  
San Francisco, CA 94103  
Attn: Elizabeth Leone  
e-mail: Elizabeth.Leone@sfgov.org

To Contractor: ALLIED UNIVERSAL SECURITY SERVICES  
545 SANSOME STREET, 6<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94111]  
EMAIL: CHRISTIAN.ARNO@AUS.COM

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

**11.2 Compliance with Americans with Disabilities Act.**

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

### **11.3 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.**

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

### **11.7 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.

### **11.8 Health and Human Service Dispute Resolution Procedure.**

The Parties shall use best efforts to resolve disputes that have not been resolved administratively by other departmental remedies.

### **11.9 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.

**11.10 Construction.**

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

**11.11 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."

**11.12 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.

**11.13 Severability.**

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

**11.14 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.

**11.15 Order of Precedence.**

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, and the attached Appendices. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence.

**11.16 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.

**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.

### **Article 13 Data and Security**

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

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

#### **13.3 Protected Health Information.**

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 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.

### **Article 14 Official Actions Relating to the Emergency; FEMA Assistance**

#### **14.1 Orders of Local, State or Federal Officials.**

City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order ("Official Actions"), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website ([sfdph.org](http://sfdph.org)) regularly. Contractor is strongly encouraged to post a copy of relevant Health Officer orders onsite and to provide a copy to any member of the public asking for a copy.

#### **14.2 FEMA Assistance.**

This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the

FEMA Emergency & Exigency Contracts Requirements attached hereto as Appendix D and incorporated herein by reference.

## **Article 15 MacBride And Signature**

### **15.1 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.

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

**CITY**

**CONTRACTOR**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

Allied Universal Security Services

DocuSigned by:  
*Trent Rhorer*  
By: \_\_\_\_\_  
Trent Rhorer  
Executive Director  
Human Services Agency

DocuSigned by:  
*mike smidt*  
By: \_\_\_\_\_  
Christian Arno  
General Manager  
545 Sansome Street, 6<sup>th</sup> Floor  
San Francisco, CA 94111

Recommended by:  
DocuSigned by:  
*David Pies*  
By: \_\_\_\_\_  
Approved as to Form:

Supplier ID: 0000025762

Dennis J. Herrera  
City Attorney

DocuSigned by:  
*David Pies*  
By: \_\_\_\_\_  
David Ries  
Deputy City Attorney

Approved:

DocuSigned by:  
*Shawn Peters*  
By: \_\_\_\_\_  
Sailaja Kurella,  
Acting Director of the Office of Contract  
Administration, and Purchaser

**Appendices Included**

- A: Statement of Work
- B: Budget/Calculation of Charges
- C: Method of Payment
- D: FEMA Emergency & Exigency Contracts Requirements
- E: Local Emergency Declaration

**Appendix A  
Statement of Work**

**Allied Universal Security  
Covid-19 Alternative Housing Program 19-21  
April 1, 2020 to July 15, 2020**

**I. Purpose**

The goal of the contract is to provide security services for the COVID-19 Alternative Housing Program, managed by the Human Services Agency (HSA) Under the COVID-19 Alternative Housing Program, HSA is using private hotel rooms as well as a variety of other types of facilities to establish safe spaces for residents to isolate, quarantine, or shelter in place. The scope of security services under this agreement includes: providing assistance and information; maintaining order; deterring intrusion, disputes, violence, theft and vandalism; and responding to emergencies. The COVID-19 Alternative Housing locations and facilities should be adequately staffed with guards and supervisors to provide a safe working environment for all personnel working on behalf of the Department, and safety for clients that are served throughout all locations.

**II. Definitions**

CCSF	City & County of San Francisco
CLO	Contractor Liaison Officer
Contractor	Allied Universal Security
HSA, also Department	Human Services Agency
DLO	Departmental Liaison Officer
OCM	Office of Contract Management, HSA
Post Orders	Document listing detailed deployment/posting orders for each site - final version due 90 days post contract start date

**III. Specification of Contractor Requirements**

Contractor's License

The Contractor shall submit proof of possession of current Private Patrol Operator License from the State of California Bureau of Consumer Affairs, Bureau of Security and Investigative Service. In addition, Contractor must adhere to the California Business and Professions Code as outlined by State license requirements. The Contractor's license must

continuously be in full force and effect for duration of contract. Failure to maintain this requirement shall be considered a material breach of contract and grounds for default.

**I. IV. Specification of Contractor Services and Responsibilities**

A. Adequate Security Coverage through Personnel and Technology  
Staffing levels shall be based upon the DLO’s assessment.

B. Building Location Profiles  
It is understood that the site locations are an evolving situation. As such, the Department will provide to Contractor, Building Location Profiles of each HSA sponsored site as they are identified that require security services and update the profiles as needed. These profiles may include the square footage, floors, hours, occupants, number of employees & clients, equipment, and traffic patterns and other comments, regarding each of the buildings. (See *identified* Locations of Service in Appendix D)

C. Staffing Based on Post Orders  
Staffing of this contract will be based on post orders for each location of services. Each site will have a set number of guard posts and hours needing coverage for each post. Staffing should not exceed the number of posts or hours without HSA approval.

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

E. Holidays  
Regular scheduled security guard services will be required on the City holidays listed below at each HSA hotel.

II. The City holidays are as follows:

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

F. HSA Security Service Needs Subject to Change

The number of guard posts, hours needing coverage, and locations of service are subject to change during the contract term. HSA agrees to provide written notice to the Contractor for changes in the regular service schedule, including additional services needed.

G. Emergency and Urgent Service Requests

HSA may require additional staff for emergencies or urgent situations, e.g. threat situations. The Contractor shall respond to HSA's urgent requests within two hours of notification by HSA.

H. Responsibilities of Contractor

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

Contractor may utilize their designated security subcontractor (Treeline Security), on a limited basis, to augment hotel security guard needs.

*Contractor (and/or subcontractor) as Employer*

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

As employer, Contractor is responsible for furnishing and maintaining clothing and/or equipment required by any official action or order of a local, state, or federal authority issued in relation to the COVID-19 epidemic.

Contractor shall require all guards reporting for Departmental duty to have current guard cards as issued by the State Department of Consumer Affairs (see Business and Professions code section 7583.11) in their possession. Contractor shall provide to the Department a photocopy of current guard cards for all guards assigned to HSA facilities. Photocopies of valid guard cards for new employees shall be provided prior to their start date at HSA sites. Photocopies of guard card renewals or proof of payment for the renewals shall be provided to the Department upon receipt by Contractor. If the Contractor has obtained any criminal history data as part of a background check for any of the security guards assigned to HSA, copies shall be provided to HSA

*Removal and Replacement at Department's Discretion*

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

Contractor's hiring practices for this contract should conform to SF Administrative Code 12T.4(a)(5) and 12T.8(j). Because security guards oversee HSA sites that serve vulnerable populations such as children in foster care, developmentally disabled adults, the elderly, etc.; Contractor should consult with the Department before hiring anyone with convictions for serious crimes against person or property.

I. Security Guard Roles and Responsibilities

- Provide assistance and information; maintain order; deter intrusion, disputes, theft and vandalism; respond to emergencies; and verbally intervene and make attempts to deescalate all hostile confrontations.
- Proactively prevent incidents/offenses before they may occur
- Observe and report incidents/offenses during and after they have occurred
- Enforce posting orders or program rules for each site

J. Uniform and Equipment Requirements

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

- All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag at all times. The Human Services Agency reserves the right to require the wearing of one of two different styles of uniforms from Contractor's standard uniform inventory.
- Uniform shall consist of one dress uniform and one utility uniform (no jumpsuits). Prior to commencement of services under this Agreement, the Human Services Agency must approve all uniforms. Any changes in the uniform style or color will be at no cost to the City.
- The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Contractor shall provide to the guards on HSA hotel sites:
  - Automobiles or other motor vehicles as required at an additional charge.
  - In addition, verifiable time records shall be kept electronically and manually for each employee assigned to provide service under this Agreement. All such records will be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

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



1. Entrance Control: Contractor shall operate and enforce a system of personnel identification and a package inspection and movement procedure (path of travel). This shall include screening people entering specified HSA facilities for weapons by use of HSA-provided metal detectors or wands. Contractor shall monitor video surveillance equipment as detailed in post orders for each site.

2. Patrol: Contractor shall make security, fire and safety patrols as defined in the Mission Statement/Post Orders. Contractor shall assure a mixture of guards of each gender to adequately patrol and search restrooms as needed.

3. Rules and Regulations: Contractor shall comply with all Department rules and regulations and policies for the operation of each site. These rules, regulations and policies will be detailed in the posting orders for each site.

4. Lost and Found: Contractor shall manage procedures for lost and found articles as a part of entrance control procedures for each applicable site.

5. Unauthorized Access: Contractor shall discover and report persons attempting to gain unauthorized access to the property.

6. Reports and Records: Contractor shall prepare and submit required reports on accidents, fires, bomb threats, unusual incidents, unlawful acts and facility related concerns. Such reports shall be kept and transmitted electronically and must be legible.

7. Emergencies: Contractor shall respond to emergency situations as required by established procedures Contractor shall assist in the evacuation of buildings under direction of hotel staff.

8. Safety: Contractor shall observe and report safety hazards as required by established procedures in the daily incident reports.

9. 24 Hour Emergency Response to Include Disaster Response

Contractor shall provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response in accordance with the protocols mutually established with the Department and documented in the Mission Partnership Statement/Posting Orders. The Contractor shall have procedures in place for response, investigation and if necessary, notification of the San Francisco Police Department.

10. Serving HSA communities

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

assistance to the Contractor's staff with communications to non- or limited-English speaking clients.

11. Authorization of Overtime

All prescheduled use of overtime shall be approved in writing in advance of the overtime to be worked by the DLO. When directed by the DLO to provide additional security or redeploy security staff services with less than 24 hour notice to the contractor, the contractor may charge the approved overtime rate listed in Appendix B of this Agreement. After the first 24 hour period, the Contractor shall use its best efforts to provide the additional services at the straight time rate thus minimizing the overtime expense to HSA. Overtime may be required in special circumstances as needed and authorized verbally or through other media (text-email-verbal) from the DLO. Documentation of this overtime shall be in the incident report submitted the next day following such an event requiring overtime or special services. Overtime most likely will be paid to the Security Professionals working this assignment. However, based upon the agreed rate, the overtime will not be billed.

12. Timesheets

Contractor will enforce proper segregation of duties in the approval of timesheets. Contractor must ensure the timekeeping process contains adequate checks and balances. Use of electronic time keeping systems shall be implemented within 30 days of the contract start date. All time records will be subject to auditing processes by the City.

III. L. Training

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

State law requires that guards receive an additional 32 hours of training within the first 6 months of employment and at least 8 hours of training every 12 months. Guards must be in compliance with mandatory state training requirements [Business and Professions Code Section 7583.6(b)]. The Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) Security Guard Guide states:

*“A security guard must complete 40 hours of required training and an 8-hour refresher course every 12 months after completing the 40-hour course. As part of that training, a security guard must complete an 8-hour Power to Arrest/Weapons of Mass Destruction Terrorism Awareness training course prior to submitting an application. In addition, 16 hours of training is required within the first 30 days of receiving a security guard registration, or within the first 30 days from the date of hire as a security guard. An additional 16 hours of training is also required within the first six months after receiving a security guard registration, or within the first six months of employment as a security guard.”*

At a minimum, security guards shall comply with the requirements for security guards specified in § 643. Skills Training Course for Security Guards California Code of Regulations (See Appendix E).

- Only properly trained Guards shall be authorized to work at HSA sites.
- A trained Guard meets the following state mandated training requirements:
  1. The guard received the necessary skills training in compliance with the standards prescribed by section 7583.6(b) of the Business and Professions Code.
  2. Documentation that the guard has completed the necessary courses by being issued a Certificate of Completion as outlined in California Code of Regulations Section 643(b).
  3. The responsibility for providing fully trained Guards rests with the contractor.
- All costs associated with training to meet State requirements are the responsibility of the contractor.
- Initial and annual guard training shall not take place when guards are providing contracted services to the HSA.
- Training records shall be made available to the DLO upon request.
- The DLO may observe training being conducted.

The core training blocks provided by the Contractor may be waived for qualified employees if the Contractor can provide sufficient documentation that employees have comparable experience in lieu of training (e.g. former peace officers). This determination shall be made at the discretion of the Department.

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

**M. Electronic Time Accounting System**

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

**V. Contract Oversight**

- A. The Allied Universal Security Director of Security is the program administrator and responsible for daily operations and the overall performance of the contract.
- B. The HSA Director of Program Integrity/Investigation or his/her designees are responsible for overseeing the program and evaluating contract design and performance.
- C. The Department will designate a Department Liaison Officer (DLO), on call 24 hours per day, seven (7) days per week, who shall have authority, in addition to

Contractor's supervisory staff, over all of the Contractor's employees assigned to work on this contract, as needed.

- D. The Contractor shall assign a member of their management staff as Contractor Liaison Officer (CLO) to the Department of Human Services at no additional cost to the City. The CLO or designee will be on call 24 hours per day, seven (7) days per week and shall have the authority to hire, fire, replace, or reassign Contractor's employees, upon discussion with Department Liaison Officer, and without prior approval of higher authority. The Contract Liaison Officer must first be approved by the Human Services Agency prior to assignment.
- E. Department and Contractor staff will meet on a regular basis (at least monthly) to plan training sessions and review the progress and performance of the program.

## **VII. Reporting Requirements**

A. Copies of all reports listed below must be submitted separately to each of the following via e-mail and/or regular mail:

1. Senior Contracts Manager  
Elizabeth Léone ([Elizabeth.Leone@sfgov.org](mailto:Elizabeth.Leone@sfgov.org))
2. Director of Program Integrity/Investigations  
Vladimir Rudakov ([Vladimir.Rudakov@sfgov.org](mailto:Vladimir.Rudakov@sfgov.org))

HSA Department Liaison Officer (DLO)  
Joseph Villatoro ([Joseph.Villatoro@sfgov.org](mailto:Joseph.Villatoro@sfgov.org))

3. The mailing address is:  
City and County of San Francisco  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120-7988

B. Incident Reports

1. Written incident reports are required in each instance that:
  - Guard makes any physical contact with a member or members of the public, City staff or other guards.
  - Guard makes a citizen's arrest.
  - Guard is required to intervene between any two or more persons including other guards.
  - Guard witnesses or is told about any crime or suspected crime.
  - Guard witnesses or is told about any incident in which there is a potential injury whether or not medical attention is immediately required
  - Guard witnesses or is told about loss or damage to public or private property.

- Guard discovers after hours any unlocked doors or any activated alarms, false or otherwise.
  - Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
  - Guard witnesses or is told about any other incident or unusual circumstance occurs that should be brought to Department's attention
  - Guard is requested by HSA Support Services Director or HSA Investigations Director to make any report.
  - Guard observes any safety or hazardous condition at any HSA site.
2. Copies of all written incident reports are to be submitted by 9:00 A.M. of the next ordinary working day to HSA Department Liaison Officer electronically or as mutually agreed to by the DLO at address above.
  3. Contractor will immediately notify the Department Liaison Officer verbally or text whenever a serious incident occurs including those involving injury to HSA employees and/or clients, and/or significant property damage.

C. Other Reports as required and mutually agreed to.

## Appendix B Budget/Calculation of Charges

Program: Covid-19 Alternative Housing Program			Monthly Program Term				
Hourly Rate - as of 1st of Month:			\$75	\$75	\$65	\$50	
Hourly Rate - as of 5/15/2020:				\$65		--	
# Guards per Shift	Start Date		April 2020	May 2020	June 2020	July 2020	Total
<b>Site Expenditures:</b>							
<u>Site Ref/No.</u>							
1	2	23-Mar	\$108,000	\$103,440	\$93,600	\$36,000	\$341,040
2	4	25-Mar	\$216,000	\$206,880	\$187,200	\$72,000	\$682,080
4	4	25-Mar	\$216,000	\$206,880	\$187,200	\$72,000	\$682,080
5	2	6-Apr	\$90,000	\$103,440	\$93,600	\$36,000	\$323,040
6	2	5-May		\$85,440	\$93,600	\$36,000	\$215,040
7	2	7-Apr	\$86,400	\$103,440	\$93,600	\$36,000	\$319,440
8	4	8-Apr	\$93,600	\$206,880	\$187,200	\$72,000	\$559,680
10	10	8-Apr	\$414,000	\$517,200	\$468,000	\$180,000	\$1,579,200
11	2	16-Apr	\$54,000	\$103,440	\$93,600	\$36,000	\$287,040
16	3	16-Apr	\$81,000	\$155,160	\$140,400	\$54,000	\$430,560
17	3	16-Apr	\$81,000	\$128,640	\$93,600	\$36,000	\$339,240
25	3	30-Apr	\$1,800	\$155,160	\$140,400	\$54,000	\$351,360
28	4	21-Apr	\$72,000	\$206,880	\$187,200	\$72,000	\$538,080
29	2	28-Apr	\$10,800	\$103,440	\$93,600	\$36,000	\$243,840
31	3	30-Apr	\$5,400	\$155,160	\$140,400	\$54,000	\$354,960
32	3.5	15-May		\$181,020	\$163,800	\$63,000	\$407,820
33	3.5	21-May		\$60,060	\$163,800	\$63,000	\$286,860
35	3	27-May		\$23,400	\$140,400	\$54,000	\$217,800
38	2	29-May		\$9,360	\$93,600	\$36,000	\$138,960
A	6	2-Apr	\$210,600	\$310,320	\$280,800	\$108,000	\$909,720
F	4	21-Apr	\$18,000	\$108,000			\$126,000
			\$1,758,600	\$3,233,640	\$3,135,600	\$1,206,000	\$9,333,840
<b>HSA Revenues</b>							
		Federal FEMA funding	\$1,318,950	\$2,425,230	\$2,351,700	\$904,500	\$7,000,380
		FEMA Match (mixed funding)	\$439,650	\$808,410	\$783,900	\$301,500	\$2,333,460
			\$1,758,600	\$3,233,640	\$3,135,600	\$1,206,000	\$9,333,840

## **Appendix C Method of Payment**

- I. In accordance with Section 5 of the Contract Agreement, payments shall be made for the hourly rate incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>  
  
Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the period of service, unless otherwise specified.
  - A. The contractor will submit a monthly invoice detailing **hours of service** and amount charged. The contractor will maintain a record describing hours and activities provided.
  - B. All charges incurred under this agreement shall be due and payable only after services have been rendered, and in no case in advance of such services.
  - C. Invoices from subcontractors (if any) for the period of service must be submitted regardless of dollar amount. If requested by SFHSA, supporting documentation must be uploaded into CARBON and submitted along with the invoice.
  - D. Contractor shall supply additional specific supporting documentation when requested by SFHSA. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.
- VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 business days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- VII. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of contract payments.

**Appendix D**  
**FEMA Emergency & Exigency Contracts Requirements**

**1. Precedence of FEMA Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. In the event of a conflict between this appendix and other provisions of the Agreement that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

**2. Work Hours and Safety Standards.** Contractor agrees as follows:

**A. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**B. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

**C. Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

**D. Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**E. Exceptions.** This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

**3. Clean Air Act.** Contractor agrees as follows:



A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Federal Water Pollution Act.** Contractor agrees as follows:

A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. Debarment and Suspension.** Contractor agrees as follows:

A. To the extent this contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. To the extent this contract is a covered transaction, Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. Procurement of Recovered Materials**

A. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or

iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**7. Department of Homeland Security Seal, Logo, and Flags.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**8. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**9. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

**10. Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**11. Byrd Anti-Lobbying Certification.**

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an

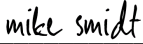
agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if

any  
DocuSigned by:  
  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

6/1/2020

\_\_\_\_\_  
Date

**Appendix E**  
**Local Emergency Proclamation**

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

**PROCLAMATION BY THE MAYOR DECLARING  
THE EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, California Government Code Sections 8550 et seq., San Francisco Charter Section 3.100(13) and Chapter 7 of the San Francisco Administrative Code empower the Mayor to proclaim the existence of a local emergency, subject to concurrence by the Board of Supervisors as provided in the Charter, in the case of an emergency threatening the lives, property or welfare of the City and County or its citizens; and

**WHEREAS**, The United States has confirmed cases of individuals who have a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19" or "the virus") first detected in Wuhan, Hubei Province, People's Republic of China ("China"). The virus was first reported in China on December 31, 2019. As of February 24, 2020, the World Health Organization ("WHO") has reported approximately 77,262 confirmed cases of COVID-19 in China, more than the number of confirmed cases of Severe Acute Respiratory Syndrome (SARS) during its 2003 outbreak. An additional 2,069 cases have been confirmed across 29 other countries; in many of these cases, the infected individuals had not visited China. More than 2,500 people have died from the virus, including 23 outside of China. The number of confirmed cases has continued to escalate dramatically over a short period of time; and

**WHEREAS**, WHO officials now report that sustained human-to-human transmission of the virus is occurring. Transmission from an asymptomatic individual has been documented. Although the majority of individuals infected with COVID-19 recover from the disease without special treatment, approximately 1 in 6 may become seriously ill. Manifestations of severe disease have included severe pneumonia, acute respiratory distress syndrome, septic shock, and multi-organ failure. Approximately 2% of the people confirmed infected with COVID-19 have died; and

**WHEREAS**, On January 30, 2020, WHO declared the COVID-19 outbreak a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States; and

**WHEREAS**, The Centers for Disease Control and Prevention ("CDC") has determined that the virus presents a serious public health threat, requiring coordination among state

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

and local health departments to ensure readiness for potential health threats associated with the virus; and

**WHEREAS**, The CDC has issued guidance to local and State health departments, including San Francisco's Department of Public Health ("DPH"), concerning risk assessment and public health management of persons with potential exposure to COVID-19. These guidelines require DPH to make extraordinary efforts to monitor ongoing communicable disease threats and prepare for management of individuals who may have been exposed to COVID-19; and

**WHEREAS**, DPH, the Department of Emergency Management, and other City partners have been working successfully and diligently to implement CDC guidelines, but now require additional tools and resources to protect the public health given the current state of the epidemic and the need for a sustained response; and

**WHEREAS**, The City's Director of Public Health has determined that DPH cannot comply with the CDC's guidance without immediate action beyond the City's ordinary response capabilities, including directing personnel and resources from other City departments to assist with the ongoing and developing threat of COVID-19; and

**WHEREAS**, Conditions of extreme peril to the safety of persons and property have arisen; and

**WHEREAS**, The Mayor does hereby proclaim that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency,

**NOW, THEREFORE,**

I, London N. Breed, Mayor of the City and County of San Francisco, proclaim the existence, effective immediately on February 25, 2020, of an emergency within the City and County threatening the lives, property or welfare of the City and County and its citizens;

**It is further ordered that:**

(1) All City and County officers and employees take all steps requested by the Director of Public Health to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus; and

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

(2) All City and County officers and employees take all steps requested by the Director of Public Health to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency; and

**I further proclaim and order that:**

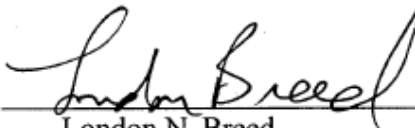
By the terms of this emergency declaration the government of the City and County of San Francisco is organized under the provisions of the Incident Command System (ICS), which system forms an essential part of the City's Emergency Operations Plan. The head of each City department and agency shall observe his or her proper relationship in the command structure outlined by the system and shall respond to the orders and requests of the Lead Department designated to exercise supervision over his or her department during the course of this emergency;

Because of the extreme peril to its residents and visitors, the Governor of the State of California is hereby requested to include the area of the City and County of San Francisco in any emergency declaration by the State, and is further requested to ensure that the City and County is included in any emergency declaration that may be issued by the President of the United States.

**And I further proclaim and order that:**

This declaration of a local emergency shall continue to exist until it is terminated by the Mayor or the Board of Supervisors. All departments of the City and County of San Francisco are strictly ordered to cooperate with the requests for material and personnel resources that may emanate from the Incident Command Staff of the City and County which is located in the Emergency Command Center of the City and County of San Francisco.

DATED: 2/25/2020

  
London N. Breed  
Mayor of San Francisco

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## City and County of San Francisco



*London Breed, Mayor*

## Human Services Agency

Department of Human Services  
Department of Disability and Aging Services  
Office of Early Care and Education

*Trent Rhorer, Executive Director*

August 17, 2020

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City and County of San Francisco  
401 Van Ness, Room 308  
San Francisco, CA 94102

RE: Certification of the contract modification with Allied Universal Security for the provision of unarmed security services at Human Service Agency sites and facilities.

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize the modification in the amount of \$7,888,248 for the period from July 16, 2020 through December 31, 2020 of the contract between the City and County of San Francisco and Allied Universal Security for the total contract amount of \$17,222,088 for the period of April 1, 2020 through December 31, 2020.

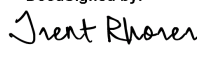
The purpose of this contract is to provide COVID related unarmed security guard services at various City managed COVID sites during the pandemic.

Because the contract modification will increase the grant agreement to be in excess of \$10 Million dollars, it is subject to approval from the Board of Supervisors in accordance with Charter Section 9.118(b) of the San Francisco Administrative Code.

Attached please find a copy of the proposed resolution. Esperanza Zapien, HSA Acting Director of Contracts, (415-912-9842) can provide further information. Please schedule this item for the earliest meeting possible, as this is a time sensitive matter. Please notify Ms. Zapien when the matter has been processed.

Thank you for your assistance.

Sincerely,

DocuSigned by:  
  
8/17/2020  
9753A8870BB74EE...  
Trent Rhorer  
Executive Director

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
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47			
48			
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50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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**From:** [Kashani, David \(HSA\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Boilard, Chelsea \(BOS\)](#); [Campbell, Severin \(BUD\)](#); [Wong, Linda \(BOS\)](#); [Zapien, Esperanza \(HSA\)](#); [Kaplan, Daniel \(HSA\)](#); [Gendelman, Johanna \(HSA\)](#); [Leone, Elizabeth \(HSA\)](#); [Rudakov, Vladimir \(HSA\)](#)  
**Subject:** HSA: BOS Submission: Allied Universal Security. - COVID Site Security -\$17,222,088.  
**Date:** Monday, August 17, 2020 11:41:01 AM  
**Attachments:** [SFEC Form 126f4BOS---Notification of Contract.pdf](#)  
[Appendix A-1- AUS - Covid-19 Hotel Security Svcs 19-21 - Scope .docx](#)  
[Appendix B-1 Allied COVID.xlsx](#)  
[P-245 Allied Universal -4-1-20 to 7-15-20.executed.pdf](#)  
[Allied P245-COVID Amendment 1 \(5-20\).docx](#)  
[BOS Resolution - AUS - August 2020.docx](#)  
[BOS Cover Letter AUS -August 2020-final.docx.pdf](#)  
[BOS Resolution - AUS - August 2020.docx.pdf](#)

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Hello,

Please find the attached Board of Supervisors Resolution submission packet for the authority to amend the COVID Site Security contract with Allied Universal Security in the amount of \$7,888,248 for the period from April 1, 2020 through December 31, 2020 for an amended contract amount of \$17,222,088.

- Cover Letter (pdf)
- Proposed Resolution (pdf & WORD)
- Supporting documents(pdf)
  - Draft Contract Modification
  - Revised Scope of Service
  - Revised Budget
  - Original Executed Emergency Contract
  - SFEC Form 126(f)4 (new online version)

## **David Kashani**

Senior Contract Manager

**Human Services Agency**

**Office of Contract Management**

1650 Mission St, Ste 300

San Francisco, CA 94103

415-355-3607

[225-921-1970 cell](#)