

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of **July 1, 2017**, in San Francisco, California, by and between **Allied Universal, 545 Sansome Street, Suite 600, San Francisco, CA 94111** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

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

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

1. Definitions. The following definitions shall apply to this Amendment:

- a. Agreement.** The term “Agreement” shall mean the Agreement dated **February 1, 2014** between Contractor and City.
- b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.
- c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

- (a) Section 5.** Section 5, Compensation, Paragraph 1 of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the **last** day of each month for work, as set forth in Section 4 of this Agreement, that the **Executive Director**, in his or her sole discretion, concludes has been performed

as of the **first** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nineteen Million, Seven Hundred Eighty Five Thousand, Three Hundred Ninety Two Dollars (\$19,785,392)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Human Services Agency** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

Compensation shall be made in monthly payments on or before the **last** day of each month for work, as set forth in Section 4 of this Agreement, that the **Executive Director**, in his or her sole discretion, concludes has been performed as of the **first** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty-Two Million, Eight Hundred and Two Thousand, Three Hundred Eleven Dollars (\$22,802,311)**. The breakdown of costs associated with this Agreement appears in Appendix B-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Human Services Agency** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

- (b) **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 which describes the services to be provided as herein modified.

- (c) **Appendix B.** Appendix B, Calculation of Charges, of the Aforesaid Agreement displays the original total amount of **\$19,785,392**.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, which displays the budget as herein modified.

- (d) **Insurance.** Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance.

a. 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:

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

- 2) 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
- 3) 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.

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

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

c. 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 the Section entitled "Notices to the Parties."

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

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- (e) **Replacing “Earned Income Credit (EIC) Forms” Section with “Consideration of Criminal History in Hiring and Employment Decisions” Section.** Section 32 “Earned Income Credit (EIC) Forms” is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. 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 www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. 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.

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

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant’s or potential applicant for employment’s, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date

of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

(f) Protection of Private Information. Section 57 is hereby replaced in its entirety, as follows:

57. Protection of Private Information.

a. **Personal Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the

Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

b. **Protected Social Service and Personal Health Information.** Contractor, all subcontractors, and all agents and employees of Contractor and any subcontractor shall comply with any and all privacy laws regarding social service recipient information and/or 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 Contract. 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 social service or 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 Contract.

c. **Proprietary and Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

(g) **Sugar-Sweetened Beverage Prohibition.** Section 63 is hereby added in its entirety, as follows:

63. **Sugar-Sweetened Beverage Prohibition.**

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

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2017**.

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

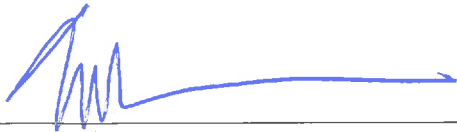
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Allied Universal



Trent Rhorer
Executive Director
Human Services Agency

11/13/17




Christian Arno
General Manager
545 Sansome Street, Suite 600
San Francisco, CA 94111

City vendor number: **25762**
Federal Employer ID Number: **33-0973846**


Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

David Ries
Deputy City Attorney

Approved:

for 

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

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Appendix A-1: Scope of Services to be Provided by Contractor

Allied Universal Security February 1, 2014 to January 31, 2018

I. Purpose

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

Mission Partnership Statement®

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

II. Definitions

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

III. Specification of Contractor Requirements

Contractor's License

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

IV. Specification of Contractor Services and Responsibilities

A. Adequate Security Coverage through Personnel and Technology.

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

B. Building Location Profiles.

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

C. Acknowledgement of Authority of Department Liaison Officer.

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

D. Holidays

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

1. Next Door Shelter 1001 Polk Street
2. MSC South Shelter 525 Fifth Street
3. Sanctuary Shelter 235 8th Street
4. 2115 Jennings Street
5. 260 Golden Gate Avenue

The City holidays are as follows:

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

E. Annual Evaluation and Site Survey.

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

F. Emergency and Disaster Preparations.

The Contractor shall work with the department to prepare a comprehensive disaster and emergency response plan both City and Contractor personnel responsibilities. This plan will be in draft form within 120 days of commencement of contracted services.

G. Responsibilities of Contractor

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

Contractor as Employer

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

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

history data as part of a background check for any of the security guards assigned to DHS, copies shall be provided to DHS.

Removal and Replacement at Department's Discretion

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

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

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

H. Security Guard Roles and Responsibilities

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

I. Uniform and Equipment Requirements

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

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

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

1. Entrance Control: Contractor shall operate and enforce a system of personnel identification and a package inspection and movement procedure (path of travel). This shall include screening people entering specified HSA facilities for weapons by use of HSA-

provided metal detectors or wands. Contractor shall monitor video surveillance equipment as detailed in posting orders for each site.

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

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

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

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

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

7. Emergencies: Contractor shall respond to emergency situations as required by established procedures Contractor shall assist in the evacuation of buildings under direction of Department of Human Services Management

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

9. 24 Hour Emergency Response to Include Disaster Response

Contractor shall provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response in accordance with the protocols mutually established with the Department and documented in the Mission Partnership Statement/Posting Orders. When facility alarms are activated in any of the Department buildings, the response protocol is for the alarm company to notify Security Contractor first, security shall immediately notify the DLO or designee if it is determined that it is not a false alarm. The Contractor shall have procedures in place for response, investigation and if necessary, notification of the San Francisco Police Department.

12. Serving DHS communities

Contractor shall provide culturally competent staff where possible and shall have procedures to communicate with non- or limited-English speaking clients (particularly Spanish, Vietnamese, and Chinese and Russian-speaking clients). Bi-lingual DHS staff is available at most building locations during hours of duty for assistance to the Contractor's staff with communications to none or limited English speaking clients.

13. Authorization of Overtime

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

14. Timesheets

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

K. Training

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

Audio/visual training and testing on:

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

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

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

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

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

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

1. CPR and First Aid

All guards must be certified in Contractor-provided CPR and First Aid by an accredited training organization preferably the American Red Cross within three months of assignment to HSA facilities. Certificates must be maintained and kept current for guards with over three months at HSA sites. The Contractor shall provide copies of First Aid and CPR certificates to HSA.

2. Core Course for Supervisors

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

3. Record of Training Attendance

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

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

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

L. Electronic Time Accounting System

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

V. Contract Oversight

- A. The Allied Universal Security Director of Security, is the program administrator and responsible for daily operations and the overall performance of the contract.
- B. The DHS Director of Contracts and Facilities or their designees are responsible for overseeing the program and evaluating contract design and performance.

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

VII. Reporting Requirements

- A. Copies of all reports listed below must be submitted separately to each of the following via e-mail and/or regular mail:
 - 1. Director of Contracts
John Tsutakawa (John.Tsutakawa@sfgov.org)
 - 2. Facilities Manager
Don Fraser (Don.Fraser@sfgov.org)
 - 3. The mailing address is:
City and County of San Francisco
Department of Human Services
P.O. Box 7988
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 DHS Support Services Director or DHS Investigations Director to make any report.
 - Guard observes any safety or hazardous condition at any DHS site.
2. Copies of all written incident reports are to be submitted by 9:00 A.M. of the next ordinary working day to HSA Department Liaison Officer, L000 electronically as proposed in response to RFP #555 or as mutually agreed to by the DLO at address above.
 3. Contractor will immediately notify the Department Liaison Officer verbally or text whenever a serious incident occurs including those involving injury to DHS employees and/or clients, and/or significant property damage.

C. Quarterly Training Reports

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

D. Annual Report

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

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

E. Other Reports as required and mutually agreed to.

**Appendix B-1: Actual and Projected Cost Schedule
February 1, 2014 - January 31, 2018**

Budget Summary 2/1/2014 - 1/31/2018	
Year 1	\$5,667,240
Option Year 2	\$5,560,895
Option Year 3	\$5,530,183
Option Year 4	\$5,769,728
TOTAL	\$22,528,046
Contingency Y4	\$274,265
TOTAL NOT TO EXCEED:	\$22,802,311

YEAR 1

Term: February 1, 2014 – January 31, 2015
Actual Hours: 182,711
Straight Time Billing Rate: \$30.20
Overtime/Holiday Billing Rate: \$45.30
Actual Security Costs: \$5,667,240

OPTION YEAR 2

Term: February 1, 2015 – January 31, 2016
Actual Hours: 180,738
Straight Time Billing Rate: \$30.55
Overtime/Holiday Billing Rate: \$45.56
Actual Security Costs: \$5,560,895

OPTION YEAR 3

Term: February 1, 2016 – January 31, 2017
Actual Hours: 178,754
Straight Time Billing Rate: \$30.85
Overtime/Holiday Billing Rate: \$46.01
Actual Security Costs: \$5,530,183

OPTION YEAR 4 (projected)

Term: February 1, 2017 – January 31, 2018
Estimated Hours*: 185,224
Straight Time Billing Rate: \$31.15
Overtime/Holiday Billing Rate: \$46.46
Estimated Security Costs*: \$5,769,728
Available Funds: \$3,027,074
Additional Funds Required: \$2,742,654
10% Contingency: \$274,265
Total Funds Required: \$3,016,919

**Baseline Estimated hours derived from 12 week average of actual hours worked in February, March and April of 2017, (Average = 3562 hours/week). The average weekly hours were then projected over 52 weeks at a rate of \$31.15 per hour to generate estimated 2017-2018 security costs of \$5,769,728. 2017-2018 hours increase reflects growth of HSA security coverage requirements.*

BILLING RATE BREAKDOWN

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

Security Officer Pay Rate: \$ 16.00

PAYROLL TAXES:

FICA/Medicare: \$1.22

Unemployment - Federal (FUTA): 0.13

Unemployment - State (SUTA): \$1.15

Workers Compensation: \$1.00

SF City Tax: 0.24

BENEFITS:

Health Care Insurance: \$2.40

Life Insurance: 0.22

Vacation: 0.44

Sick Leave: 0.13

401(k) Retirement Plan: 0.23

Tuition Assistance: 0.04

Uniforms: 0.40

Training: 0.71

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

OTHER:

Selection/Screening: 0.79

Management & Supervision: 0.77

General Liability Insurance: 0.57

OVERHEAD:

Branch Overhead: \$1.28

General & Administrative: 0.63

Corporate/Regional Services: 0.70

Nextel Radio/Phones: 0.35

Profit: 0.80

Straight Time Bill Rate (year 1): \$ 30.20



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

June 20, 2014

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: HUMAN SERVICES AGENCY'S ANNUAL REPORT ON
CONTRACTS AWARDED UNDER PERSONAL SERVICES
CONTRACTS WITH CONTINUING APPROVAL-PERSONAL
SERVICES CONTRACTS NUMBERS 2000-08/09 THROUGH 2009-
08/09.**

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

The Commission adopted the report. (Vote of 5 to 0)

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

A handwritten signature in black ink, appearing to read "Jennifer Johnston".

JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: David Curto, Human Services Agency
David Canham, SEIU Local 1021
Leah Berlanga, SEIU Local 1021
Bob Britton, IFPTE Local 21
Andrea Prebys-William, IFPTE Local 21
Commission File
Chron

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

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

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

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

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

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

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

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

Civil Service Commission Meeting Agenda

Regular Meeting of June 16, 2014

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

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

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

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