

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

First Amendment

Contract ID: 1000023123

THIS AMENDMENT (this “Amendment”) is made as of **November 1, 2022**, in San Francisco, California, by and between **ARAMARK Correctional Services, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update standard contractual clauses and to modify Appendix B – Calculation of Charges as a result of a decrease in the City’s inmate population below 900 and the temporary transition of meal preparations to the kitchen facility at 1 Moreland Dr., San Bruno, CA 94066; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposal (“RFP”) No. SHF2018-01/Sourcing Event No. 0000000468 issued on January 5, 2018 and this modification is consistent therewith; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution File Number 180590 on July 24, 2018.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated November 1, 2018 between Contractor and City, as amended by the:

Novation Agreement, dated July 1, 2021.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Amendment with Respect to Department Name Change.** All references to the former name of the “San Francisco Sheriff’s Department (“SFSD”)” in the agreement dated November 1, 2018 are hereby replaced with “San Francisco Sheriff’s Office (“SFSO”).

2.2 **Emergency Plans and Contingency Meals.** Appendix A, Section I. P. – Emergency Plans and Contingency Meals of the Agreement currently reads as follows:

P. Emergency Plans and Contingency Meals.

1. **Contingency Meals.** ARAMARK will continue to provide food service, at no additional cost to the SFSD, in the event of lock downs, jail disturbances, fire, power failure or other events that would impede normal jail operations. At a minimum, ARAMARK will isolate and maintain an on premise inventory of food and water sufficient to prepare and serve three (3) days of scheduled meals. The SFSD may have the option to request that the three (3) days of scheduled meals be comprised of all cold meals meeting the requirements of Title 15.

2. **Emergency Plans.** ARAMARK will develop a contingency plan that will allow it to continue to provide food service in the face of unexpected events including but not limited to the following:

- a. Power failure
- b. Fire
- c. Riot
- d. Lockdown
- e. Labor strike
- f. Earthquakes
- g. Terrorist attacks
- h. Any man-made or natural disaster

3. **Emergency Water.** ARAMARK will make every effort to provide an emergency source of water for 72 hours if the facility does not have water service due to a catastrophic event. The SFSD will provide storage for “Water in a Box” supplies purchased by ARAMARK to fulfill this requirement.

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

P. Emergency Plans, Contingency Meals, and Transition Meals.

1. **Contingency Meals.** ARAMARK will continue to provide food service, at no additional cost to the SFSO, in the event of lock downs, jail disturbances, fire, power failure or other events that would impede normal jail operations. At a minimum, ARAMARK will isolate and maintain an on premise inventory of food and water sufficient to prepare and serve three (3) days of scheduled meals. The SFSO may have

the option to request that the three (3) days of scheduled meals be comprised of all cold meals meeting the requirements of Title 15.

2. Emergency Plans. ARAMARK will develop a contingency plan that will allow it to continue to provide food service in the face of unexpected events including but not limited to the following:

- a. Power failure
- b. Fire
- c. Riot
- d. Lockdown
- e. Labor strike
- f. Earthquakes
- g. Terrorist attacks
- h. Any man-made or natural disaster

3. Emergency Water. ARAMARK will make every effort to provide an emergency source of water for 72 hours if the facility does not have water service due to a catastrophic event. The SFSO will provide storage for “Water in a Box” supplies purchased by ARAMARK to fulfill this requirement.

4. Transition Meals. Aramark will transition inmate meal preparation for County Jail #1 (CJ#1) and County Jail #2 (CJ#2) from the kitchen facility located at 850 Bryant St., 7th Floor, San Francisco, CA 94103, formerly identified as County Jail #4, to the County Jail #3 (formerly identified as County Jail #5) kitchen facility located at 1 Moreland Dr., San Bruno, CA 94066.

- a. **Transition Date** – The Transition/Implementation Date will be a date that is mutually agreed to by the Sheriff’s Office and Aramark. There will be a lead-time of 6-8 weeks prior to the Transition/Implementation to coordinate the transition of the meal preparation from 850 Bryant St. 7th Floor, San Francisco, CA 94103 to 1 Moreland Dr, San Bruno, CA 94066.
- b. **Transition Duration** - Beginning on the first day of when all meal preparation will transition to County Jail #3, the SFSO will agree to 12 continuous months of having all inmate meals prepared at the San Francisco County Jail #3 located at 1 Moreland Dr., San Bruno, CA 94066. A Surcharge of \$0.18 will be added to each inmate meal, per Appendix B-1, Calculation of Charges. Sixty (60) days prior to the completion of the 12 month transition, the Sheriff’s Office will formally notify Aramark to return the meal preparation for CJ#1, CJ#2 to the kitchen facility located at County Jail #2 located at 425 7th St., San Francisco, CA 94103. The Surcharge of \$0.18 per Inmate Meal will be removed on the date the meal preparations returns to CJ#2 at 425 7th St., San Francisco, CA 94103.
- c. **Preparation of Meals** – Aramark will continue to prepare all meals from the San Bruno Facility Kitchen per Appendix A – Scope of Services. Aramark is responsible to efficiently schedule all meal preparations from the San Bruno

County Jail #3 kitchen to continue to meet the meal schedule of CJ#1 and CJ#2, per Appendix A, Section I. A. 1 – Hall of Justice Facility.

- d. **Delivery of Meals** – Once the meals for CJ#1, CJ#2 are completed, Aramark will ensure the meal temperatures, quality, and appearance per Appendix A, Section H. – Food Preparation, Quality and Appearance, by utilizing “hotboxes”, refrigerated equipment and specialized food trays/storage equipment to transport the meals from 1 Moreland Dr., San Bruno, CA 94066 to 425 7th. St., San Francisco, CA 94103. Meals will be delivered once per day to include: (a) Hot Meals for the current day’s Dinner Service, (b) the Cold Breakfast for service on the following day and (c) the Cold Lunch for service on the following day for the San Francisco Downtown Facility. Aramark must provide a contingency plan to the SFSO for traffic and possible equipment malfunction when scheduling their delivery. The time lapse between Dinner Service and the next day Breakfast Service cannot exceed 10 hours for inmate meals.
- e. **Staging and Distribution of Meals** – Aramark will efficiently unload all meals from the delivery truck and begin staging meals for dinner service distribution. The Sheriff’s Custody Operations Division (COD) Command Staff will permit Aramark the use of the kitchen facility at 850 Bryant St., 7th Floor, San Francisco, CA 94103 to stage and prepare the meals for distribution.
- f. **Storage of Meals** – Aramark will ensure all cold food items transported from San Bruno to San Francisco maintain the required food safety of 41 degree Fahrenheit.
- g. **Sheriff’s Office Staff Meals** – SFSO staff meals will not be impacted by the Transition Meals. There will be no change to the current preparation and distribution of Staff Meals. Aramark will continue to prepare and distribute staff meals for the Downtown Facility from the kitchen facility at 850 Bryant St., 7th Floor, San Francisco, CA 94103 at no additional cost to the SFSO.
- h. **Storage of Delivery Truck** – The Sheriff’s Office will assign a location for Aramark to park their delivery truck at the end of the day in proximity to County.
- i. **Modification of Services** – Aramark must promptly contact Sheriff’s COD Command Staff if there are any foreseen modifications or disruption to the services related to force majeure. Aramark must provide a resolution for any service disruptions to ensure inmate meal services are maintained.
- j. **Transition Equipment.** Aramark will procure all equipment required to transition all meal preparations to the San Francisco Sheriff’s County Jail Facility #3, located at 1 Moreland Dr., San Bruno, CA 94066. The required equipment will include equipment necessary to ensure the all meals delivered to the San Francisco Sheriff’s County Jail Facility #1 (CJ1) and #2 (CJ2), located at 425 7th St., San Francisco, CA 94103, are portioned, packaged, transported, stored, and served to prevent foods or beverages from deteriorating. The equipment shall ensure that food quality (taste, appearance,

texture, temperature) does not deviate from the SFSO standards per Appendix A.

- i. Aramark will maintain an itemized inventory of the all Transition Equipment with the procurement date, model and item number, purpose of use, and location. Aramark will provide an equipment inventory report at the request of the Sheriff's Office.
- ii. All Transition Equipment will be the property of the San Francisco Sheriff's Office upon the expiration of the Agreement. Aramark will provide a final equipment inventory report.
- iii. Aramark shall provide all Transition Equipment at no cost to the SFSO.

2.3 **Appendix B.** Appendix B, Calculation of Charges, is hereby replaced in its entirety by Appendix B-1, Calculation of Charges, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B -1, which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

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

3.2 **Assignment.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the

same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void. For avoidance of doubt, this Section 4.5 does not apply to subcontractors or third-party suppliers engaged by Contractor.

3.3 Withholding. *The following is hereby added to Article 7 of the Agreement:*

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

3.4 Consideration of Salary History. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

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.

3.5 Limitations on Contributions. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

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.

3.6 Distribution of Beverages and Water. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

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

3.7 *The following is hereby added to Article 10 of the Agreement*

10.20 Contractor Vaccination Policy. Contractor shall comply with requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. The requirements stated in the Emergency Declaration and Contractor Vaccination Policy are material terms and conditions of this Agreement, which include but are not limited to, the following:

10.20.1 Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the City's Contractor Vaccination Policy and the Emergency Declaration.

10.20.1.1 Reference Appendix H – Contractor Attestation Affirming Compliance with San Francisco's COVID-19 Vaccination Policy.

10.20.1.2 Reference Appendix I – Identification of Covered Employee Granted Exemptions.

10.20.2 Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees, and Contractor shall provide that list to the City on request.

3.8 Notification of Legal Requests. *The following section is hereby added and incorporated in Article 11 of the Agreement:*

11.14 Notification of Legal Requests. Contractor shall notify City within (5) business days of 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. Unless required by law, 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. Unless required by law, Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

3.9 Management of City Data and Confidential Information. *The following sections are hereby added and incorporated in Article 13 of the Agreement, adding to and replacing the previous Section 13.4 in its entirety:*

13.4 Management of City Data and Confidential Information.

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City’s Confidential Information received from, or created on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City’s Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Aramark may disclose to their legal counsel de-identified Confidential Information as needed. Aramark shall require any persons to which it discloses COR-CLETS information to comply with the access requirements imposed by the CLETS Policies, Practices, and Procedure Manual, which includes a background check, LiveScan fingerprinting and mandated training. Any work using, or sharing or storage of, City’s Confidential Information outside the United States is subject to prior written authorization by the City. Access to City’s Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all Confidential Information, which includes all original media. Once

Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within ten (10) business days of the purge.

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

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after August 1, 2022, and Appendix B-1 pricing is retroactive to November 1, 2020.


Article 5 Legal Effect

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

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


CITY

Recommended by:

DocuSigned by:

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Paul Miyamoto
Sheriff
San Francisco Sheriff's Office

CONTRACTOR

ARAMARK Correctional Services, LLC

DocuSigned by:

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Stephen Yarsinsky
Vice President, Finance
2400 Market St.
Philadelphia, PA 19103

City Supplier number: 0000047174

Approved as to Form:

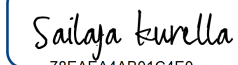
David Chiu
City Attorney

DocuSigned by:

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By: Jana Clark
Deputy City Attorney

Approved:

Sailja Kurella
Director of the Office of Contract
Administration and Purchaser

DocuSigned by:

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By: Sailja Kurella

Attached Appendices:

Appendix B-1: Calculation of Charges

Appendix H: Contactor Attestation Affirming Compliance with San Francisco's Covid-19 Contractor Vaccination Policy

Appendix I: Identification of Covered Employees Granted Exemptions

Appendix B-1
Calculation of Charges

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices after the first 24 months of the contract term of this Agreement, effective November 1, 2020:

Description	Unit of Measure	Unit Price
Inmate Meal at Avg. Daily Population of 1000 to 1200+	Per Inmate Meal	\$1.715
Inmate Meal at Avg. Daily Population of 900 to 999	Per Inmate Meal	\$1.780
Inmate Meal Avg. Daily Population of 700 to 899	Per Inmate Meal	\$2.165
**Transition Meal Surcharge (Per Appendix A-1, Section I. P.4 – Transition Meals)	Per Inmate Meal	\$0.18
Staff Meals	Per Staff Meal	\$3.125
Inmate Coffee During Breakfast Meal	Per Cup Price	\$0.00 – FREE
**Transition Meal Surcharge effective on the date Transition Meals to the Downtown jail facility is implemented.		
The Unit Price for each Inmate Meal served shall be determined on a weekly basis based on each week's Average Daily Population provided by the Sheriff's Office Administration or Custody Operations Division		

- Applicable taxes (by County where the meal is served) will be paid by City in addition to above prices. Currently San Francisco Tax is 8.5%, and San Bruno Tax is 9.25%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the per meal price one time every 12 months, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home, for the calculated average percent change of the monthly Consumer Price Index for the twelve (12) months prior to the agreed effective date of the renegotiated per meal price.

In addition, the parties agree that the financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by City in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes outside of the scope of services detailed in Appendix A; a decrease in the City's inmate population below 900 or a decrease to available inmate labor below 18 assigned to assist in the daily food service in each shift at County Jail No. 4 and County Jail No. 5; a change in Federal, State and local sales, and other taxes; an increase to the minimum wage per Section 10.7 Minimum Compensation Ordinance, then ARAMARK shall give City written notice of Aramark's request for an increase or change, and within thirty (30) calendar days after such notice, ARAMARK and City shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's price per meal, modifications to the menu or product offerings, changes to product pricing or modifications to ARAMARK's scope of services. Modifications to the contract cannot be made without the approval of the SFSO.

*In the event SFSO staff selects a la carte food items in lieu of a full Staff Meal.

Side Orders:

Description	Unit of Measure	Unit Cost
Cold Cereal	Each	\$1.19
Milk (1% for ½ pt.)	Each	\$0.49
Oatmeal Cup	Each	\$1.39
Orange Juice/Fruit Juice	Each	\$0.75
Assorted Chips	Each	\$0.75
Yogurt	Each	\$0.75
Cookies	Each	\$0.75
Salad	Each	\$0.49

The Contractor will be compensated monthly for **SFSO Staff Coffee Service** and **Garbage Service**. The parties agree to the following per month prices at the outset of this Agreement:

Description	Unit of Measure	Unit Price
SFSO Staff Coffee Service	Per Month	\$4,077
Garbage Service	Per Month	\$4,077

Appendix H

City & County of San Francisco
London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator

Contractor Attestation Affirming Compliance With San Francisco’s Covid-19 Contractor Vaccination Policy

City Department: _____

Contractor (Company name): _____

Contract name/number: _____

Background On October 8, 2021, Mayor London Breed issued the Thirty-Eighth Supplement to the Proclamation of Local Emergency concerning the COVID-19 pandemic.

This Supplement mandates that City contractors with employees who work with City employees at City worksites be fully vaccinated against COVID-19 or obtain a valid medical or religious exemption from the vaccination requirement.

Under Mayor Breed’s order and the resulting City Contractor Vaccination Policy, contractors under “Covered Contracts” are being asked to affirm that they intend to comply with the Vaccination Policy.

A “Covered Contract” is a City contract where employees of the contractor or subcontractor work in-person with City employees at a City owned, leased, or controlled facility, provided at least one of the contractor’s or subcontractor’s employees meet the definition of Covered Employee.

A “Covered Employee” is a person that either:

- (a) works in an indoor office workspace where City employees regularly work, or
- (b) otherwise regularly works within six feet of one or more City employees, for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period.

All City contractors must complete an Attestation respecting their intention to comply with the Contractor Vaccination Policy. Please complete one of the following two attestations.

Attestation 1: No Covered Employees.

As the authorized representative of Contractor, I affirm that:

- (1) I have read the Contractor Vaccination Policy pertaining to the obligations of City Contractors to ensure all Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds,
- (2) to my knowledge, there are no Covered Employees working on the above-referenced contract, and
- (3) if Covered Employees perform work under this contract in the future, they will be fully vaccinated for COVID-19 or granted an exemption based on medical or religious grounds.

Your name: _____

Title: _____

Signature: _____

Date: _____

OR:

Attestation 2: Covered Employees

As the authorized representative of Contractor, I affirm that:

- (1) I have read the Contractor Vaccination Policy pertaining to the obligations of City Contractors to ensure all Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds, and
- (2) to my knowledge, Contractor currently complies with, and will continue to comply with, the Contractor Vaccination Policy during the term of the Contract.

Attachment E lists all Covered Employees who have been granted an exemption on medical or religious grounds, if any. We will update Attachment E, and provide the same to the City, if and when any additional Covered Employees are granted an exemption on medical or religious grounds.

I further affirm that the Contractor Vaccination Policy permits the City to request records from Contractor to confirm compliance.

Your name: _____

Title: _____

Signature: _____

Date: _____

Appendix I

City & County of San Francisco
London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator

Contractor Attestation Affirming Compliance with San Francisco’s Covid-19 Contractor Vaccination Policy

Identification of Covered Employees Granted Exemptions

City Department: _____

Contractor (Company name): _____

Contract name/number: _____

Under the Contractor Vaccination Policy, a Contractor or Subcontractor on a Covered Contract may grant an exemption from the vaccination requirement to a Covered Employee for Qualifying Medical Reasons or Religious Beliefs. If the Contractor or Subcontractor grants such exemptions, the City department must determine whether the exempt Covered Employees can be reasonably accommodated with appropriate safety precautions consistent with those the City affords to City employees in the work setting. The Department may request a meeting with Contractor to seek additional information to determine whether the employee(s) identified below can be safely accommodated. The Contractor or Subcontractor may not allow the Covered Employees to work at the work setting until the City has made a determination.

Identify below Covered Employees, if any, for whom Contractor or Subcontract has granted an exemption:

Employer (name of contractor or sub)	Employee’s title	Employee’s job duties	Employee’s work location