

File No. 180069

Committee Item No. 1
Board Item No. 19

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 1, 2018

Board of Supervisors Meeting

Date February 13, 2018

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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Completed by: Linda Wong Date January 24, 2018
Completed by: Linda Wong Date February 7, 2018

1 [Contract Amendment - Allied Universal Security - Security Services - Total Contract Amount
2 \$26,062,288]

3 **Resolution approving Amendment No. 2 of the contract between the City and County of**
4 **San Francisco and Allied Universal Security for the provision of Security Services,**
5 **extending the term for five months for the total period of February 1, 2014, to June 30,**
6 **2018, and an increase in the amount of \$3,259,977 resulting in a revised total contract**
7 **amount not to exceed \$26,062,288.**

8
9 WHEREAS, The City and County of San Francisco, wishes to engage security services
10 to provide a safe and protected environment for its employees, clients and the general public;
11 and

12 WHEREAS, The Human Services Agency, conducted a Request for Proposals for
13 provision of security services in August 2013; and

14 WHEREAS, Allied Universal Security submitted a responsive and responsible proposal
15 and was awarded the security services contract for the total amount of \$19,785,392 in
16 February 2014; and

17 WHEREAS, An initial modification of the Allied Universal Security contract in the
18 amount of \$3,016,919 resulting in a new total amount of \$22,802,311 was requested in May
19 2017; and

20 WHEREAS, The Human Services Agency Commission approved this initial
21 modification to the Allied Universal Security contract at its meeting of May 25, 2017; and

22 WHEREAS, A second modification of the Allied Universal Security contract in the
23 amount of \$3,259,977 resulting in a new total amount of \$26,062,288 with an extended term
24 to June 30, 2018 was requested in December 2017; and
25

1 WHEREAS, The Human Services Agency Commission approved this second
2 modification to the Allied Universal Security contract at its meeting of December 21, 2017;
3 now, therefore be it

4 RESOLVED, That the Board of Supervisors hereby approves modification of the
5 contract with Allied Universal Security in the amount of \$3,259,977, resulting in a revised total
6 amount of \$26,062,288 for the period of February 1, 2014, to June 30, 2018; and, be it

7 FURTHER RESOLVED, That within thirty (30) days of the modification being fully
8 executed by all parties, the Human Services Agency shall provide the final contract to the
9 Clerk of the Board for inclusion into the official file.

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Item 1 File 18-0069	Department: Human Services Agency (HSA)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> • The proposed resolution approves the second modification of the contract between Human Services Agency (HSA) and Allied Universal Security for the provision of security services, extending the contract by five months through June 30, 2018 and increasing the total not to exceed amount by \$3,259,977, from \$22,802,311 to \$26,062,288. 	
Key Points	
<ul style="list-style-type: none"> • On June 17, 2014, the Board of Supervisors retroactively approved a contract with Allied Universal Security for security services, with an initial term of four years, commencing February 1, 2014 and expiring January 31, 2018, and a total not to exceed amount of \$19,785,392. On September 5, 2017, the Board of Supervisors approved an amendment to the contract, increasing the not to exceed amount to \$22,802,311, due to security services needed at new facilities that had been added during the contract period. HSA issued a Request for Proposals (RFP) for a new security provider, with bids due January 30, 2018. • The proposed resolution extends the current contract with Allied Universal Security for an additional five months, from February 1, 2018 through June 30, 2018, and increases the total not to exceed amount to \$26,062,288. According to HSA, the increase in the contract is needed to continue security services at HSA facilities pending the award of a contract to a new contractor. 	
Fiscal Impact	
<ul style="list-style-type: none"> • The proposed resolution increases the not to exceed amount of the contract by \$2,259,977, from \$22,802,311 to \$26,062,288. The increase consists of \$2,524,459 for security services from February 2018 through June 2018, and a contingency of \$1,009,783 for up to two additional months in the event that a new contractor is not in place by July 2018, which is offset by the previously authorized contingency of \$274,265 which has not been spent. • The contract is funded by a combination of City funds (55 percent) and State and Federal funds (45 percent). The City's General Fund share of the contract is \$14,334,258, equal to 55 percent of the total contact amount of \$26,062,288. 	
Recommendations	
<ul style="list-style-type: none"> • Amend the proposed resolution to correctly state the increase in the contract is \$3,259,977, not \$3,534,242 as stated in the resolution. • Approve the proposed resolution as amended. 	

MANDATE STATEMENT

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

BACKGROUND

In August 2013, the Human Services Agency (HSA) conducted a Request for Proposals (RFP) for provision of security services in its facilities. Allied Universal Security (then known as Guardsmark, LLC) was selected as the highest scoring responsive and responsible bidder. On June 17, 2014, the Board of Supervisors retroactively approved a contract with Allied Universal Security with an initial term of four years, commencing February 1, 2014 and expiring January 31, 2018, and a not to exceed contract amount of \$19,785,392 (File 14-0462, Resolution 204-14). On September 5, 2017, the Board of Supervisors approved an amendment to the contract, increasing the not to exceed amount to \$22,802,311, which included a contingency of \$274,265 (File 17-0801, Resolution 333-17). The increase was due to the addition of thirteen new locations during the contract period, of which ten are permanent, as well as temporary homeless shelters. The contract expires January 31, 2018. According to Ms. Elizabeth Leone, HSA Senior Contracts Manager, administrative delays have postponed the awarding of a contract to a new security provider. HSA issued an RFP for a new contractor, with bids due January 30, 2018.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the second modification to the contract between HSA and Allied Universal Security, extending the contract by five months through June 30, 2018 and increasing the not to exceed amount by \$3,259,977, from \$22,802,311 to \$26,062,288. The scope of security services under the contract includes providing assistance and information, maintaining order, deterring intrusion, disputes, violence, threats and vandalism, and responding to emergencies. There are nineteen HSA facilities receiving security services under the contract.

FISCAL IMPACT

Under the proposed resolution, the total not to exceed amount of the contract increases by \$3,259,977 from \$22,802,311 to \$26,062,288. Using the number of hours of labor provided in February, March, and April 2017, HSA expects that Allied Universal Security will provide approximately 3,562 hours of labor per week, or a total of 77,177 hours over the five month contract extension. Using the hourly billing rate of \$32.71¹, the estimated contract cost for the five month extension is \$2,524,459. The contract modification also includes a contingency of

¹ The hourly billing rate of \$32.71 includes hourly costs of \$18.11 for base pay, \$3.74 for taxes, \$4.97 for benefits, \$3.76 for overhead, and \$2.13 for other costs.

\$1,009,783, equivalent to estimated cost of two months of additional service. According to Ms. Leone, the contingency was included in case the new security contractor is unable to begin service on July 1, 2018, or in case HSA needs to pay for any overtime or holiday hours.² The breakdown of the cost estimate is shown in Table 1 below.

Table 1: Breakdown of Contract Extension Cost Estimate

	Estimated Hours	Straight Time Billing Rate	Estimated Security Costs
Extension (Five Months)	77,177	\$32.71	\$2,524,459
Contingency (Two Months)	30,871	32.71	1,009,783
Subtotal	108,048	\$32.71	\$3,534,242
Previous Contingency (Not Spent)			(274,265)
Total Additional Contract Authorization			\$3,259,977

According to Ms. Leone, the contract is funded by a combination of City funds (55 percent) and State and Federal funds (45 percent). The State and Federal funds are provided by the California Department of Social Services, which receives funding from various Federal agencies, including the Department of Health and Human Services and the Department of Agriculture. HSA is reimbursed for these expenses on a quarterly basis. The City's General Fund Share of the contract is \$14,334,258, or \$1,792,987 for the additional amount authorized by the proposed resolution.

RECOMMENDATIONS

1. Amend the proposed resolution to correctly state the increase in the contract is \$3,259,977, not \$3,534,242 as stated in the resolution.
2. Approve the resolution, as amended.

² The Overtime/Holiday billing rate is \$49.07 per hour, or 1.5 times the standard billing rate of \$32.71 per hour.

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **January 1, 2018**, 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 extend the term;

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, as amended by the:

First Amendment, dated July 1, 2017.
 - 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 2.** Section 2, Term of the Agreement of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from **February 1, 2014** to **January 31, 2018**.

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

Subject to Section 1, the term of this Agreement shall be from **February 1, 2014 to June 30, 2018**.

- (b) **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 **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.

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-Six Million, Sixty-Two Thousand, Two Hundred Eighty-Eight Dollars (\$26,062,288)**. The breakdown of costs associated with this Agreement appears in Appendix B-2, "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.

- (c) **Appendix A-1.** Appendix A-1, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-2 which describes the services to be provided as herein modified.

- (d) **Appendix B-1.** Appendix B-1, Calculation of Charges, of the Aforesaid Agreement displays the total amount of **\$22,802,311**.

Such section is hereby superseded in its entirety by Appendix B-2, Calculation of Charges, which displays the budget as herein modified.

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

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

Approved as to Form:

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

Dennis J. Herrera
City Attorney

By:

David Ries
Deputy City Attorney

Approved:

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

Appendix A-2: Scope of Services to be Provided by Contractor

Allied Universal Security
February 1, 2014 to June 30, 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	Office of Contract Management, DHS
Mission Partnership Statement A.K.A Posting Orders	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-2: Actual and Projected Cost Schedule
February 1, 2014 – June 30, 2018**

Budget Summary 2/1/2014 - 1/31/2018	
Year 1 (2/14 – 1/15)	\$5,667,240
Option Year 2 (2/15 – 1/16)	\$5,560,895
Option Year 3 (2/16 – 1/17)	\$5,530,183
Option Year 4 (2/17 – 1/18)	\$5,769,728
TOTAL	\$22,528,046
Contingency Y4	\$274,265
Previous Not to Exceed:	\$22,802,311
Modification:	
Extension (2/18 – 6/18)	\$2,524,459
New TOTAL:	\$25,052,505
New Contingency	\$1,009,783
NEW NOT TO EXCEED:	\$26,062,288

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

EXTENSION (projected)

Term:	February 1, 2018 – June 30, 2018
Estimated Hours*:	77,177
Straight Time Billing Rate:	\$32.71
Overtime/Holiday Billing Rate:	\$49.07
Estimated Security Costs*:	\$2,524,459
2-month Contingency:	\$1,009,783
Total Funds Required:	\$3,534,242

**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 \$32.71 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 \$16.40.

Security Officer Pay Rate: \$ 16.40

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

**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.

*

- (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.

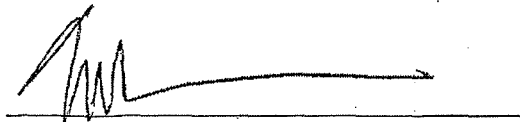
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2017**.

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

Recommended by:

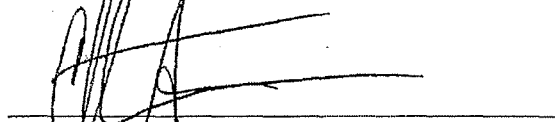


Trent Rhorer
Executive Director
Human Services Agency

11/13/17

CONTRACTOR

Allied Universal

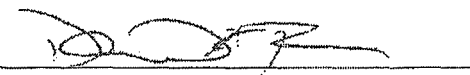


Christian Arno
General Manager
545 Sansome Street, Suite 600
San Francisco, CA 94111

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

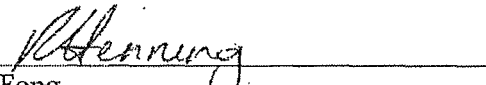
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

David Ries
Deputy City Attorney

Approved:



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

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	Office of Contract Management, DHS
Mission Partnership Statement A.K.A Posting Orders	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

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

Civil Service Commission Meeting Agenda

Regular Meeting of June 16, 2014

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 \$7,500,000 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 made 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)

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

4. **Mutual Indemnities**

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

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

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

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

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

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

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

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

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

If to Assignor:

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

If to Assignee:

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

If to City:

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

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

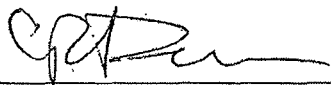
IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

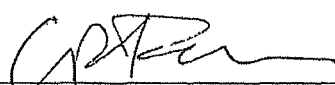
ASSIGNOR

ASSIGNEE

Guardsmark, LLC
Vendor Number: 59665

Universal Protection Service
Vendor Number: 69051

By 

By 

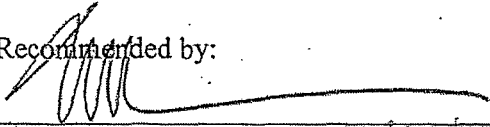
Title JP

Title VP

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

CITY

Recommended by:



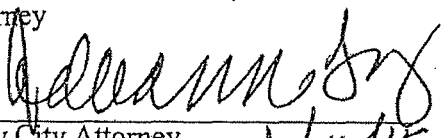
Signature for Department 11/19/15

Trent Rhorer
Printed Name

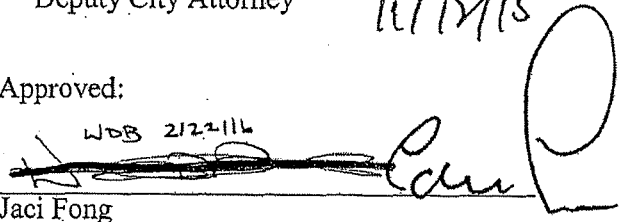
Executive Director, Dept. of Human Services
Title and Department

Approved as to Form:

Dennis J. Herrera
City Attorney

By 
Deputy City Attorney 11/17/15

Approved:


WOB 2/22/16

Jaci Fong
Director of Office of Contract Administration/ Purchaser

For
PUN

Appendix A – Scope of Services to be Provided by Contractor

Guardsmark GP

February 1, 2014 to January 31, 2018

I. Purpose

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

Mission Partnership Statement®

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

II. Definitions

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

III. Specification of Contractor Requirements

Contractor's License

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

IV. Specification of Contractor Services and Responsibilities

A. Adequate Security Coverage through Personnel and Technology.

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

B. Building Location Profiles.

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

C. Acknowledgement of Authority of Department Liaison Officer.

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

D. Holidays

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

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

5. 260 Golden Gate Avenue

The City holidays are as follows:

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

E. Annual Evaluation and Site Survey.

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

F. Emergency and Disaster Preparations.

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

G. Responsibilities of Contractor

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

Contractor as Employer

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

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

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

Removal and Replacement at Department's Discretion

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

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

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

H. Security Guard Roles and Responsibilities

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

I. Uniform and Equipment Requirements

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

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

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

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

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

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

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

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

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

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

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

9. 24 Hour Emergency Response to Include Disaster Response
Contractor shall provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response in accordance with the protocols mutually established with the Department and documented in the Mission Partnership Statement/Posting Orders. When facility alarms are activated in any of the Department buildings, the response protocol is for the alarm company to notify Security Contractor first, security shall immediately notify the DLO or designee if it is determined that it is not a false alarm. The Contractor shall have procedures in

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

12. Serving DHS communities

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

13. Authorization of Overtime

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

14. Timesheets

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

K. Training

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

Audio/visual training and testing on:

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

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

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

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

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

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

1. CPR and First Aid

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

2. Core Course for Supervisors

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

3. Record of Training Attendance

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

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

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

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

L. Electronic Time Accounting System

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

V. **Contract Oversight**

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

VII. **Reporting Requirements**

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

B. Incidence Reports

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

C. Quarterly Training Reports

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

D. Annual Report

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

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

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

E. Other Reports as required and mutually agreed to.

APPENDIX A-1

Amendments

VII. Reporting Requirements

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

1. Director of Contracts, John Tsutakawa (John.Tsutakawa@sfgov.org)
2. Facilities Manager, Robert E. Walsh (Robert.Walsh@sfgov.org)

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

YEAR 1

Term: February 1, 2014 – January 31, 2015

Estimated Hours: 160,000 Hours

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

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

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

OPTION YEAR 2

Term: February 1, 2015 – January 31, 2016

Estimated Hours: 160,000 Hours

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

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

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

OPTION YEAR 3

Term: February 1, 2016 – January 31, 2017

Estimated Hours: 160,000 Hours

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

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

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

OPTION YEAR 4

Term: February 1, 2017 – January 31, 2018

Estimated Hours: 160,000 Hours

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

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

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

Total Not to Exceed Amount

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

BILLING RATE BREAKDOWN

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

Security Officer Pay Rate: \$ 16.00

PAYROLL TAXES:

FICA/Medicare: \$1.22

Unemployment - Federal (FUTA): 0.13

Unemployment - State (SUTA): \$1.15

Workers Compensation: \$1.00

SF City Tax: 0.24

BENEFITS:

Health Care Insurance: \$2.40

Life Insurance: 0.22

Vacation: 0.44

Sick Leave: 0.13

401(k) Retirement Plan: 0.23

Tuition Assistance: 0.04

Uniforms: 0.40

Training: 0.71

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

OTHER:

Selection/Screening: 0.79

Management & Supervision: 0.77

General Liability Insurance: 0.57

OVERHEAD:

Branch Overhead: \$1.28

General & Administrative: 0.63

Corporate/Regional Services: 0.70

Nextel Radio/Phones: 0.35

Profit: 0.80

Straight Time Bill Rate: \$ 30.20

Appendix C – Method of Payment

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

G. Holiday Pay

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

H. Authorization of Overtime

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

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

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

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

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

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

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

Current List of Properties:

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

Parking Lots:

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



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

June 24, 2014

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

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

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

The Commission took the following actions:

1) Approved PSC #47083-13/14, with the condition that the Department of Public Health work with the Executive Officer to amend the PSC Form 1 to expand on the justification for contracting out, to be clear that it will not result in any displacements, and to correct the reference to the prior PSC under which those or related services were previously contracted out.

2) Approved PSC #42163-13/14, with the condition that the Public Utilities Commission work with the Executive Officer to amend the PSC Form 1 to expand on the definition of the scope of work being contracted out.

3) Approved PSC #42385-13/14, with the proviso that the Public Utilities Commission amends the description on the PSC Form 1 to make it clear that the request is for a contractor to provide on-site training and specialized work (not to provide laborer worker to avoid hiring laborers)

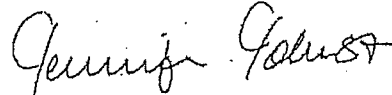
4) Conditionally approved PSC #2003-08/09, provided that the Human Services Agency and the employee organization (SEIU, Local 1021) continue their discussions on the PSC, and provided that the Human Services Agency submits a written report to the Commission by October 2014 on those discussions.

5) Approved PSC #4047-13/14, on the condition that the Municipal Transportation Agency works with the Executive Officer to update the PSC Form 1 to include information on why the contract was extended out further than originally anticipated.

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

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

CIVIL SERVICE COMMISSION



JENNIFER JOHNSTON
Executive Officer

Attachment

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

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

PSC No	Dept Description	Amount		Description of Work	PSC Estimated	
		Per Term	Per Annual		Start Date	End Date
2000-08/09	HUMAN SERVICES	\$7,500,000	\$1,500,000.00	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	7/1/2009	Continual
2001-08/09	HUMAN SERVICES	\$65,000,000	\$13,000,000.00	Services include recruitment and support to perspective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills, mental and general health services.	7/1/2009	Continual
2004-08/09	HUMAN SERVICES	\$230,000,000	\$46,000,000.00	To provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of Social Security Administration, Supplemental Security Income, Personal Assisted Employment Services, CalWorks and/or low-incomes.	7/1/2009	Continual
2006-08/09	HUMAN SERVICES	\$25,415,000	\$4,420,000.00	Support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing, Security Services, planning and evaluation.	7/1/2009	Continual
2007-08/09	HUMAN SERVICES	\$327,750,000	\$57,000,000.00	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	7/1/2009	Continual
2008-08/09	HUMAN SERVICES	\$75,750,000	\$15,150,000.00	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	7/1/2009	Continual
2009-08/09	HUMAN SERVICES	\$14,950,000	\$2,600,000.00	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	7/1/2009	Continual
Total Amount:		\$746,365,000	\$139,670,000.00			

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

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

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

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

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

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

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

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

Civil Service Commission Meeting Agenda

Regular Meeting of June 16, 2014

2000-08/09	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, Cul Works and/or low incomes.	7/1/2009 – Continuing
2003-08/09	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 CulWorks and PAES (Personal Assisted Employment Services) and other low-income individuals seeking employment.	7/1/2009- Continuing
2006-08/09	Human Services Agency	Per Term \$25,415,000 Per Annual \$4,420,000	Support services to the Agency include but not are limited to the following: legal process service courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing Security Services, planning and evaluation.	7/1/2009 – Continuing
2007-08/09	Human Services Agency	Per Term \$327,750,000 Per Annual \$57,000,000	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	7/1/2009 – Continuing
2008-08/09	Human Services Agency	Per Term \$75,750,000 Per Annual \$15,150,000	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	7/1/2009 – Continuing
2009-08/09	Human Services Agency	Per Term \$14,950,000 Per Annual \$2,600,000	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	7/1/2009 – Continuing

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: 231311488 REVISION NUMBER:

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

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

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

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

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

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

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AGENCY CUSTOMER ID: _____

LOG #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

ADDITIONAL REMARKS

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

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

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

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

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

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

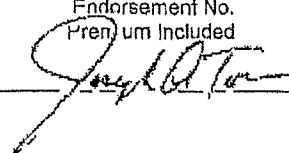
Endorsement Effective 07-01-2015
Insured Universal Services of America, LP

Policy No. RWD3000869

Endorsement No.
Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

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

Endorsement Effective 07-01-2015

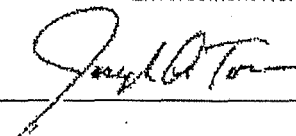
Policy No. RWD3000889

Endorsement No.

Insured Universal Services of America, LP

Insurance Company
XL Specialty Insurance Company

Countersigned by



WC 00 03 13
(Ed. 4-84)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

Schedule

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

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

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

WC 43 03 05
(Ed. 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

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

Endorsement Effective 07-01-2015

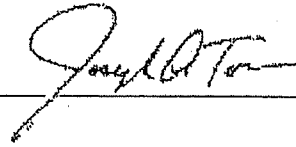
Policy No. RWR3000870

Endorsement No.

Insured Universal Services of America, LP

Insurance Company
XL Specialty Insurance Company

Countersigned by _____



WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED

BLANKET ADDITIONAL INSURED

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

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

- (1) The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damages" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."
- (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract."
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

All other terms and conditions of this Policy remain unchanged.

Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Workers Compensation and Employers Liability Policy

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

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

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

Schedule

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

All other policy terms and conditions remain unchanged.

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

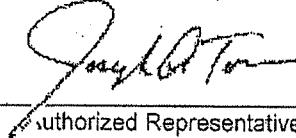
Must be completed always:

Endorsement Number: 007
Policy Number: RWE5000471

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

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

XL Specialty Insurance Company

Countersigned by 
Authorized Representative

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

XWC 240 XLSP (11-03)

ENDORSEMENT

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

Forms a part of Policy No.: 059332010

Issued to: UNIVERSAL SERVICES OF AMERICA, INC.

By: LEXINGTON INSURANCE COMPANY

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

This endorsement modifies insurance provided under the following:

GUARD SECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE

SCHEDULE

Designated Product(s):

1. WHERE REQUIRED BY WRITTEN CONTRACT
-

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

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

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

24. "Your product"

- a. Means:

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

- b. Includes:

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

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

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

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

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

j. **Damage To Property**

"Property damage" or "professional liability" to:

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

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

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

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

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

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

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

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

s. Damage To Your Product

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

t. Damage To Your Work

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

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

u. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

v. Recall Of Products, Work Or Impaired Property

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

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

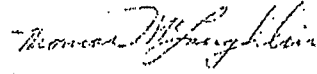
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

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

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

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

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



Authorized Representative

ENDORSEMENT

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

Forms a part of policy no.: 059332010

Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

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

This endorsement modifies insurance provided under the policy:

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

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

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

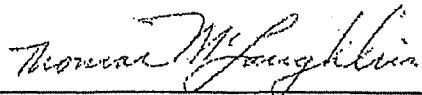
Overall General Aggregate Limit - \$12,000,000

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

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

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

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (in states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Primary & Non-Contributory

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

All other terms and conditions of the Policy remain unchanged.

Page 1 of 1

ENDORSEMENT #001

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

Forms a part of policy no.: 059332010

Issued to: USAGM TOPCO, LLC

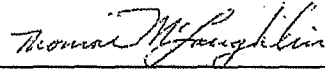
By: LEXINGTON INSURANCE COMPANY

NAMED INSURED AMENDMENT

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

USAGM TOPCO, LLC
USAGM HOLDCO, LLC
USAGM ACQUISITION, LLC
USAGM SIDECO, LLC
NORTHWEST PROTECTICE SERVICE, INC
NORTHWEST PROTECTICE SERVICE IMPRIMIS, INC
SHIELD SECURITY INC
WEXLER ENTERPRISES INC
UNIVERSAL GROUP HOLDING LLS
USA GP SUB LLC
UNIVERSAL SERVICES OF AMERICA LP
UNIVERSAL PROTECTION GP, LLC
UNIVERSAL PROTECION LP
UNIVERSAL PROTECTION SECURITY SYSTEMS LP
SFI ELECTRONICS LLC
UNIVERSAL THRICE TECHNOLOGIES LLC
UNICERAL BUILDING MAINTENANCE LLC
UNIVERSAL PROTECTION DEFENSE SERVICE GP, LLC
UNIVERSAL PROTECTION DEFENSE SERVICE LP
UNIVERSAL PROTECTION SERVICE LLC
UNIVERSAL PROTECTION SERVICE OF SEATTLE
TRANSIT SYSTMS SECURITY, LLC
ALLEGIANCE SECURITY GROUP LLC

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



Authorized Representative OR Countersignature
(In states where applicable)

NAME/NSD (Ed. 02/94)
LX6184

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

L. One Comprehensive Coverage Deductible

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

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

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

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

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

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

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

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

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

B. Blanket Waiver Of Subrogation

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

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

ENDORSEMENT

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

Forms a part of policy no.: 059332010

Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

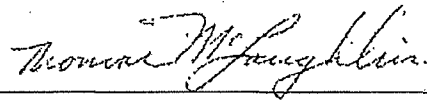
This endorsement modifies insurance provided under the following:

GUARDSECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE

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

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

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



Authorized Representative OR
Countersignature (in states where applicable)

ENDORSEMENT

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

Forms a part of policy no.: 059332010

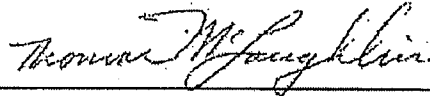
Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

WAIVER OF SUBROGATION
(BLANKET)

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

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (in states where applicable)

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



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

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

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

Declaration

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

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

Signature

Print Name

Company Name

Date

City Vendor Number (if known)

Federal Employer ID #

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

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



Minimum Compensation Ordinance (MCO) Declaration

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

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

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

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

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

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

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

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

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

Declaration

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

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

Signature

[Handwritten Signature]

Date

11/2/15

Print Name

Universal Protection Service

City Vendor Number (if known)

74619-9700

Company Name

Phone

Federal Employer ID #

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



FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT

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

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____


Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____


Julia Morillo
Universal Protection Service
HR Manager
1551 No. Tustin Ave, Suite 650
11/2/15

Baranoff, Elena (HSA) (DSS)

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

Elena-

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

Rick Farmer
Vice-President & General Counsel
Universal Services of America/Universal Protection Service
224-315-8551 (IL)
714-371-1010 (CA)
312-343-1621 (mobile)
724-563-1648 (fax)
rick.farmer@universalpro.com

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

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

Rick,

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

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



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

October 8, 2015

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

SUBJECT: Contract for Security Services

Dear Mr. Curto:

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Farmer", with a horizontal line extending to the right.

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

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

Agreement between the City and County of San Francisco and

Guardsmark, LLC

This Agreement is made this first day of February, 2014, in the City and County of San Francisco, State of California, by and between: Guardsmark, LLC, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Human Services Agency ("Department") wishes to contract for the provision of security services for all departmental facilities;

WHEREAS, a Request for Proposal ("RFP") was issued on August 2, 2013 and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 2006-08/09 on March 5, 2009 and annual proposition J approval from the Controller's Office,

Now, THEREFORE, the parties agree as follows:

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **February 1, 2014 to January 31, 2018.**

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** 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.

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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.

9. Disallowance. Disallowance: If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement. Single Audit Requirements: Contractors that expend \$300,000 or more in a year from any and all Federal awards shall have a single audit conducted in accordance with OMB Circular A-133. Contractors that expend less than \$300,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office.

10. Taxes. There are no sales or use tax requirements imposed at the time of execution of this agreement. 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. However, should sales or use taxes be imposed during the term of this agreement, the contractor may adjust the billing rates to include these taxes in the amounts invoiced to the City. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information

required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship 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.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. 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 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.

b. Payment of 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 the preceding two paragraphs shall be solely for 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, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

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 Combined Single Limit 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 with respect to Contractor's services hereunder, but excluding coverage for the acts or omissions of any Additional Insured.
- 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. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy 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.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. 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.

f. 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.

g. 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.

h. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising 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, to the extent such loss, damage, injury, liability or claim is the result of the (i) a negligence act or omission, or (ii) willful misconduct of Contractor, or the breach by Contractor of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating such claims against the City, any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

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 to the extent any claim 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.

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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

a. Limitations

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

b. Copyright Infringement

*Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement.

17. 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

19. Liquidated Damages: Left Blank by the agreement of the parties.

20. Default; Remedies. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

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

- 8. Submitting false claims
- 10. Taxes
- 15. Insurance.
- 24. Proprietary or confidential information of City

- 30. Assignment
- 37. Drug-free workplace policy,
- 53. Compliance with laws
- 55. Supervision of minors
- 57. Protection of private information

(2) Contractor or City fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

On and after any Event of Default, the non-defaulting party 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, 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 all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor 30 day written notice of termination. The notice shall specify the date on which termination shall become effective.

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

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

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

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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

c. If during the term of this Agreement, final changes to state, federal or local law mandate that Contractor increase the compensation (wages and wage driven costs and benefits) paid to the employees providing service under this Agreement, and this increased compensation mandate causes the total cost of services, as reflected in Appendix B, to increase by two and seven tenths percent (2.7%) or more overall, Contractor may give City written notice of the circumstances and a request for renegotiation. The parties agree that as soon as practicable after this notice and request is received the parties shall meet and attempt to negotiate necessary revisions to this Agreement to address these issues: If within 30 days of receipt by City of the foregoing notice, mutually acceptable revisions to this Agreement addressing the referenced changes to state, federal or local law are not agreed, Contractor shall have the option to terminate this Agreement by giving City written notice of termination of not less than an additional 60 days. The notice shall specify the date on which termination shall become effective.

d. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of 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 data.

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

To City: Office of Contracts Management, G000
Human Services Agency
P.O. Box 7988
San Francisco, CA 94120-7988
david.curto@sfgov.org
Fax: (415) 557-5679

To Contractor: Guardsmark, LLC

22 South Second Street
Memphis, TN 38103
Attn: General Counsel
Fax: (901) 522-7911

With a copy to:

350 Sansome Street, Suite 520
San Francisco, CA 94104
Attn: Manager in Charge
Fax: (925) 736-6615

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed

under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire: Left blank by agreement of the parties.

28. 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 its work under this Agreement. 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 less than five years 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 conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. 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.

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages: Left blank by agreement of the parties.

34. **Nondiscrimination; Penalties**

- a) **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- b) **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) 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.
- c) **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.
- d) **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly 'Human Rights Commission').
- e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. **MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person

executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

Division 21-100 Nondiscrimination in State and Federally Assisted Programs require that Contractors administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, contractors must provide the following:

- Procedures for informing clients of their civil rights;
- Policies and procedures for handling complaints filed with or against a Contractor;
- Policies and procedures that ensure Contractor's accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Contractors provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Contractor staff are adequately trained in the requirements of Division 21 (http://www.dss.cahwnet.gov/ord/CDSSManual_240.htm).

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records: Left blank by agreement of the parties.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

j. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

k. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

l. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

m. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

n. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

o. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

p. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

q. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

r. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. 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.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or

property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor

may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. 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.

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement".

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances 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.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors: Left blank by the agreement of the parties.

56. 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.

57. Protection of Private 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.

58. Not Used.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision

60. Slavery Era Disclosure: Left blank by the agreement of the parties.

61. Cooperative Drafting: Left blank by the agreement of the parties.

62. Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

Appendix A – Scope of Services to be Provided by Contractor

Guardsmark GP
February 1, 2014 to January 31, 2018

I. Purpose

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

Mission Partnership Statement®

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

II. Definitions

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

III. Specification of Contractor Requirements

Contractor's License

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

IV. Specification of Contractor Services and Responsibilities

A. Adequate Security Coverage through Personnel and Technology.

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

B. Building Location Profiles.

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

C. Acknowledgement of Authority of Department Liaison Officer.

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

D. Holidays

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

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

5. 260 Golden Gate Avenue

The City holidays are as follows:

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

E. Annual Evaluation and Site Survey.

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

F. Emergency and Disaster Preparations.

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

G. Responsibilities of Contractor

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

Contractor as Employer

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

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

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

Removal and Replacement at Department's Discretion

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

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

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

H. Security Guard Roles and Responsibilities

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

I. Uniform and Equipment Requirements

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

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

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

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

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

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

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

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

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

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

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

9. 24 Hour Emergency Response to Include Disaster Response

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

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

12. Serving DHS communities

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

13. Authorization of Overtime

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

14. Timesheets

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

K. Training

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

Audio/visual training and testing on:

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

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

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

Property Protection	Access Control
Safety	Public Relations
Patrol Techniques	Client Relations
Fire Prevention & Control	Reports
Communications	Grooming
Standards of Conduct	Uniform Appearance
CPR certification by the 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 American Heart Association CPR and First Aid certified by an outside agency within three months of assignment to HSA facilities. Certificates must be maintained and kept current for guards with over three months at HSA sites. The Contractor shall provide copies of First Aid and CPR certificates to HSA.

2. Core Course for Supervisors

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

3. Record of Training Attendance

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

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

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

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

L. Electronic Time Accounting System

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

V. Contract Oversight

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

VII. Reporting Requirements

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

San Francisco, CA 94120-7988

B. Incidence Reports

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

C. Quarterly Training Reports

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

D. Annual Report

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

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

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

E. Other Reports as required and mutually agreed to.

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

YEAR 1

Term: February 1, 2014 – January 31, 2015

Estimated Hours: 160,000 Hours

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

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

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

OPTION YEAR 2

Term: February 1, 2015 – January 31, 2016

Estimated Hours: 160,000 Hours

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

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

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

OPTION YEAR 3

Term: February 1, 2016 – January 31, 2017

Estimated Hours: 160,000 Hours

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

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

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

OPTION YEAR 4

Term: February 1, 2017 – January 31, 2018

Estimated Hours: 160,000 Hours

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

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

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

Total Not to Exceed Amount

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

BILLING RATE BREAKDOWN

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

Security Officer Pay Rate: \$ 16.00

PAYROLL TAXES:

FICA/Medicare: \$1.22

Unemployment - Federal (FUTA): 0.13

Unemployment - State (SUTA): \$1.15

Workers Compensation: \$1.00

SF City Tax: 0.24

BENEFITS:

Health Care Insurance: \$2.40

Life Insurance: 0.22

Vacation: 0.44

Sick Leave: 0.13

401(k) Retirement Plan: 0.23

Tuition Assistance: 0.04

Uniforms: 0.40

Training: 0.71

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

OTHER:

Selection/Screening: 0.79

Management & Supervision: 0.77

General Liability Insurance: 0.57

OVERHEAD:

Branch Overhead: \$1.28

General & Administrative: 0.63

Corporate/Regional Services: 0.70

Nextel Radio/Phones: 0.35

Profit: 0.80

Straight Time Bill Rate: \$ 30.20

Appendix C – Method of Payment

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

G. Holiday Pay

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

H. Authorization of Overtime

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

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

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

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

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

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

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

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



FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
3. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: Gareth C. Leviton
Owner/Authorized Representative (Print) Gareth C. Leviton
Name of Firm (Print) GUARDSMARK, GP
Title and Position Vice President
Address, City, ZIP 22 South Second St., Memphis 38103
Federal Employer Identification Number (FEIN): 62-1043970
Date: 4/8/14

APPROVED

FOR

By: [Signature]

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



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-4791.

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

Declaration

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

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

Gareth C. Leviton
Signature

4/8/17
Date

Gareth C. Leviton
Print Name

City Vendor Number (if known)

GUARDSMARK, GP
Company Name

(901) 522-6000
Phone

62-1043970
Federal Employer ID #

APPROVED
By [Signature]

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



Minimum Compensation Ordinance (MCO) Declaration

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

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

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

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

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

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

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

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-6292.

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

Declaration

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

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

Gareth C. Leviton
Signature

4/8/14
Date

Gareth C. Leviton
Print Name

City Vendor Number (if known)

GUARDSMARK, GP
Company Name

901 522-6000
Phone

62-1043970
Federal Employer ID #

City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco CA 94102-4685 Tel. (415) 554-6235 Fax (415) 554-6291

City and County of San Francisco



London Breed, Acting Mayor

Human Services Agency

Department of Human Services
Department of Aging and Adult Services

Trent Rhorer, Executive Director

December 28, 2017

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: Modification of the contract with Allied Universal Security for the provision of 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 of the contract between the City and County of San Francisco and Allied Universal Security for the amount of \$3,534,242, resulting in a total contract amount of \$26,062,288 for the period of February 1, 2014 to June 30, 2018.

The purpose of this modification is to extend the term and provide additional funds to the contract to provide security services at Human Services Agency sites and facilities while the replacement procurement is being processed. HSA is working with the Office of Contract Administration to procure security services for HSA and HSH sites starting July 1, 2018.

Because this action involves modification of over \$500,000 to a contract which, taken in totality, exceeds \$10,000,000; the Department is requesting approval from the Board of Supervisors in accordance with the Administrative Code.

Attached please find a copy of the proposed resolution. John Tsutakawa, HSA Director of Contracts, (415-557-6299) can provide further information. Please schedule this item for the earliest meeting possible, as this is a time sensitive matter. Please notify Mr. Tsutakawa when the matter has been processed

Thank you for your assistance.

Yours Truly,

Trent Rhorer
Executive Director

12/28/17

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 JAN -2 PM 2:57
BY [Signature]

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Allied Universal Security	
1.) Members of the contractor's Board of Directors: Mr. Ira A. Lipman, Chairman and sole Director	
2.) Chief Executive Officer: Steve Jones Chief Financial Officer: Jeffrey B. Westcott Chief Operating Officer: Gustave K. Lipman	
3.) Any person who has an ownership of 20 percent or more in the contractor: Mr. Ira A. Lipman	
5.) Any political committee sponsored or controlled by the contractor: None	
Contractor address: 350 Sansome Street, Suite 520 San Francisco, CA, 94104 22 South Second Street, Memphis, TN 38103	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$26,062,288
Describe the nature of the contract that was approved: Security Services for the Human Services Agency	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

