

**CITY AND COUNTY OF SAN FRANCISCO**

**DEPARTMENT OF PUBLIC HEALTH**



**SOURCING EVENT ID: SFGOV- 000010377**

**REQUEST FOR PROPOSALS 13-2025**

**UNARMED SECURITY GUARD SERVICES**

**Version 3**

**All changes in Version 3 are noted in Addendum No. 2**

**ISSUED: May 7, 2025**

**TABLE OF CONTENTS**

**SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS.....4**

1.1 Request for Proposals: .....4

1.2 Contract Term: .....4

1.3 Solicitation Schedule: .....4

1.4 Procurement Officer and Delivery Address:.....4

**SECTION 2 – INSTRUCTIONS TO PROPOSERS.....5**

2.1 Obtaining RFP Documents and Addenda: .....5

2.2 Request for Clarifications/Questions: .....5

2.3 Pre-Proposal Conference: .....5

2.4 Proposer’s Minimum Requirements: .....6

2.5 Selection Overview.....6

2.6 Submission of Proposals:.....6

**SECTION 3 – Terms and Conditions for Receipt of Proposals.....8**

3.1 Local Business Enterprise (LBE) Program Requirements:.....8

3.2 Award of Contract: .....9

3.3 Form of Contract: .....10

3.4 Responsibility of Proposer: .....10

3.5 Public Disclosure: .....10

3.6 Limitation on Communications During Solicitation:.....11

3.7 Proposal Selection Shall not Imply Acceptance: .....11

3.8 Cybersecurity Risk Assessment: .....11

3.9 Solicitation Errors and Omissions:.....11

3.10 Objections to Solicitation Terms: .....11

3.11 Protest Procedures:.....12

3.12 Proposal Term: .....13

3.13 Revision to Proposal:.....13

3.14 Proposal Errors and Omissions:.....13

3.15 Financial Responsibility: .....13

3.16 Proposer’s Obligations under the Campaign Reform Ordinance: .....13

3.17 Reservations of Rights by the City: .....14

3.18 No Waiver:.....14

3.19 Investigations: .....14

3.20 Insurance:.....14

3.21 Compliance with Law: .....15

3.22 City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts: .....15

3.23 Licenses, Permits, Fees and Assessments: .....15

3.24 Right to Accept or Reject Proposals: .....15

3.25 Non-Collusion:.....15

3.26 Signed Proposal and Exceptions:.....15

3.27 Green Purchasing Requirements:.....16

**SECTION 4 – SCOPE OF WORK.....17**

4.1 Background: .....17

4.2 Scope: .....17

4.3 Staff Requirements:.....47

4.4 Regulatory And Compliance Requirements: .....51

4.5 Compensation: .....55

**SECTION 5 – PROPOSAL FORMAT AND ORGANIZATION.....56**

5.1 Proposal Requirements: .....56

5.2 Proposal Content:.....56

5.3 Submission of Proposal: .....58

**SECTION 6 – PROPOSAL EVALUATION.....59**

6.1 Evaluation of Proposals:.....59

6.2 Selection Process and Award of Contract: .....59

**SECTION 7 – RFP FORMS.....60**

7.1	RFP Attachments:.....	60
<b>SECTION 8 – SAMPLE AGREEMENT</b>	.....	<b>61</b>

## SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS

### 1.1 Request for Proposals:

The Department of Public Health (“City” or “DPH”) is requesting proposals from qualified firms to provide the City with **unarmed security guard services**. The scope of work will consist of 24/7 unarmed security services, including holidays, with full-time and partial-day guards, on-site security supervisor(s), and roving patrols. This solicitation will result in the award of **one contract** for the premises listed below.

1. **Zuckerberg San Francisco General Hospital (ZSFGH)**. Located at 1001 Potrero Avenue, San Francisco, CA 94110
2. **Laguna Honda Hospital (LHH)**. Located at 375 Laguna Honda Blvd., San Francisco, CA 94116
3. **Community Clinic Sites**. Community Clinic Sites operated by DPH. The sites listed in this solicitation are where unarmed security guards are currently needed, but during the term of the contract, the City may expand services to additional sites as required.

### 1.2 Contract Term:

The term of the **contract will be a one-year term, with eight one-year extension options at the City’s sole discretion**. The City reserves the right to procure services similar or identical to the services specified in this RFP by any other means. No Proposer is guaranteed a contract.

### 1.3 Solicitation Schedule:

The following is the schedule for this procurement:

Schedule of Events		
Activity	Time	Due Date
RFP Notice Published		4/11/2025
<b>Pre-Proposal Conference</b>	<b>11:00AM – 12:00PM PST</b>	<b>4/17/2025</b>
Deadline for Questions	5:00PM PST	4/24/2025
Q&A Addendum Posting		5/07/2025
<b><u>Deadline to Submit Proposals</u></b>	<b><u>2:00PM PST</u></b>	<b><u>5/14/2025</u></b>
Estimated Short-Listing Notification for Oral Interviews		5/28/2025
Estimated Oral Interviews		6/2 – 6/6/2025
Estimated Announcement of Intent to Award		June 2025
Health Commission Review and Approval		July 2025
Estimated Start Date		8/01/2025

### 1.4 Procurement Officer and Delivery Address:

**My Lan Do Nguyen**

**City and County of San Francisco – Department of Public Health – Office of Contract Management and Compliance**

101 Grove St, Room 410

San Francisco, CA 94102

Phone: 628-271-7580

Email: [mylando.nguyen@sfdph.org](mailto:mylando.nguyen@sfdph.org) and [sfdph.solicitations@sfdph.org](mailto:sfdph.solicitations@sfdph.org)

## SECTION 2 – INSTRUCTIONS TO PROPOSERS

### 2.1 Obtaining RFP Documents and Addenda:

- A. RFP documents including Addenda can be found on San Francisco City Partner at:  
<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>
- B. Proposers will then need search **Sourcing Event ID** listed above for all related documents. It is the Proposers responsibility to check the San Francisco City Partner site regularly to stay current on the documents that are available as this is the primary communication site for this RFP.
- C. The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda and updates, which may be posted to the subject Solicitation.
- D. THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

### 2.2 Request for Clarifications/Questions:

- A. Questions must be submitted by email to the Procurement Officer whose name and contact information listed in Section 1.4 (Procurement Officer and Delivery Address) of this Solicitation no later than E-Questions Due Date. Questions received after this date and time may not be answered.
- B. Only questions that have been resolved by formal written Addenda via the Office of Contract Management and Compliance will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein.
- C. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

### 2.3 Pre-Proposal Conference:

All proposers are highly encouraged to attend this conference to learn more about the requirements of this solicitation.

<b>Pre-Proposal Conference</b>	<b>April 17, 2025, from 11:00 AM – 12:00 PM PST</b> via Microsoft Teams Join by <a href="#">Microsoft Teams Meeting Link</a> , copied below for convenience: <b>Clickable Link:</b> <a href="https://tinyurl.com/bdznvma7">https://tinyurl.com/bdznvma7</a> Or call in (audio only)
--------------------------------	--

	<a href="tel:+14159064659">+1 415-906-4659</a> , <a href="tel:+14159064659">144545659#</a> United States, San Francisco <a href="#">Find a local number</a> Phone conference ID: 144 545 659#
--	---

## 2.4 Proposer’s Minimum Requirements:

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

MQ #	Description
<b>MQ1</b>	Proposer must have at least four years of cumulative experience in providing Unarmed Security Guard services to healthcare entities, with preference given to experience in hospitals or behavioral health contexts. <b>Documentation of this experience must be included in the proposal.</b>
<b>MQ2</b>	Written verification that Proposer been license by Bureau of Security and Investigative Services (BSIS) for no less than seven years. Private Patrol Operator License must be current and for at least five continuous years prior to the proposal submission deadline. <b>Proof of license shall be included with the proposal.</b>

## 2.5 Selection Overview

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

## 2.6 Submission of Proposals:

### A. How to Register as a City Supplier:

1. The following requirements pertain only to Bidders not currently registered with the City as a Supplier.
2. **Step 1:** Register as a BIDDER at City’s Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>
3. **Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector’s Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization’s new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- i. **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- ii. **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

**B. Time and Place for Submission of Proposals**

1. Prior to the Proposal submission deadline, Proposers must upload their complete Proposals into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>.
2. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Failure to adhere to the above requirements may result in the complete rejection of your Proposal.
3. **Proposers should upload and submit their proposals to the SF Supplier Portal as early as possible to allow time for any technical issues. The portal will automatically close at the submission deadline, and late proposals will not be accepted. Uploading a proposal is not enough—proposers must press "Submit" before the deadline.**
4. Proposals must be received by the due date and time shown in the RFP. Proposals that are submitted by email will NOT be accepted.
5. If necessary, as a backup to the Supplier Portal, Proposals may be delivered in person to the Procurement Officer listed below. The City is not responsible for Proposals lost or not delivered by your courier of choice. Courier / package tracking is recommended if you use in-person delivery. If delivering by mail or courier, please email a tracking # (if available) or notice of mailing to:

**My Lan Do Nguyen**

City and County of San Francisco – Department of Public Health – Office of Contract  
Management and Compliance  
101 Grove St, Room 410  
San Francisco, CA 94102  
Phone: 628-271-7580  
Email: [mylando.nguyen@sfdph.org](mailto:mylando.nguyen@sfdph.org) and [sfdph.solicitations@sfdph.org](mailto:sfdph.solicitations@sfdph.org)

**SECTION 3 – Terms and Conditions for Receipt of Proposals**

**3.1 Local Business Enterprise (LBE) Program Requirements:**

**A. Contract Monitoring Division (CMD) Compliance Officer**

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Seth Benkle

Contract Monitoring Division

City and County of San Francisco

Phone: 650-821-7796

Email: [Seth.Benkle@sfgov.org](mailto:Seth.Benkle@sfgov.org)

Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

**B. Application of LBE Rating Bonuses**

LBE Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. **Reserved (Commodities)**
2. **General and Professional Services**

<b>Estimated Contract Value</b>	<b>Small/Micro LBEs Rating Bonus</b>	<b>SBA LBEs Rating Bonus</b>
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, an JV Proposer's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

**3. Professional Services by Joint Ventures**

<b>Estimated Contract Value</b>	<b>Small/Micro LBE Subcontracting Level</b>	<b>Rating Bonus</b>
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%

	100%	10%
<p>If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.</p>		

**C. LBE Subcontracting Participation Requirements**

There is no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division under Waiver No. **14BPRED0002364**.

**D. CMD LBE Forms**

- A. Although LBE Subcontracting Participation Requirements do not apply to Contracts awarded pursuant to this Solicitation, Bidders responding to this Solicitation must submit response packages that include the CMD LBE Forms included in Attachment H, with the exception of CMD Form 2B entitled "Good Faith Efforts Form". The applicable forms are:

**CMD Packet 3 – Requirements for General Services Contracts consisting of:**

- (a) CMD Form 2A: LBE Participation Form
  - (b) CMD Form 3: Compliance Affidavit
  - (c) CMD Form 5: Employment Form
- B. Failure to complete, sign and submit each of the required CMD LBE Forms with proposal may result in the response package being deemed non-responsive and rejected.

**3.2 Award of Contract:**

- A. It is the City's intent to award **one contract** to the highest scoring Proposer that can provide all of the scope of work, equipment and services identified in the RFP document. However, the City reserves the right to award multiple contracts, or to make no award, whichever is in the best interest of the City. No Proposer is guaranteed work. The City shall request resources acting in its sole discretion.
- B. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby.
- C. It is anticipated that award of the contract will occur at the next regularly scheduled Health Commission meeting after the evaluation committee has made its final selection of the proposer to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the Health Commission will be final.

### 3.3 Form of Contract:

- A. The selected proposer will be required to enter into a contract substantially in the form presented in the General Services Template (“City’s Contract Terms”). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be conformed to reflect any changes made through the solicitation process and will appear in the final General Services Contract executed between the parties.
- B. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Contract, or the agreement is terminated, the City may, at its sole discretion, enter in contract with and award the Contract to the second highest ranked Proposer, and so on.

### 3.4 Responsibility of Proposer:

#### A. Qualification of Proposers

Before contract award, the successful Proposer must be properly licensed, certified, registered, in good standing, and capable of performing the work for which Proposers are being called.

#### B. Notice of Intent to Award – Required Documentation

- a. After the City issues a Notice of Intent to Award and before contract award, if requested by the City, the successful Proposer must possess all qualifications required for the contract. Any failure to demonstrate satisfaction of one or more of following requirements, if requested by the City, will be considered sufficient for the disqualification of the Proposer as nonresponsive and will entitle the City to terminate negotiations and move to the next highest ranked Proposer for contract award.
  - 1. Proposer is in good standing with the California Secretary of State;
  - 2. Proposer is in good standing with the Franchise Tax Board;
  - 3. Proposer is in good standing with the Internal Revenue Service;
  - 4. Proposer (if a non-profit) is in good standing with California Attorney General’s Registry of Charitable Trusts;
  - 5. Proposer is in good standing with Bureau of Security & Investigative Services (BSIS) Business Registration.
- b. **Note: Proposer’s failure to remain in good standing with the above after contract award will entitle the City to immediately terminate the contract for default with no opportunity for the Proposer to cure.**

### 3.5 Public Disclosure:

- A. All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.
- B. If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date

for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

### **3.6 Limitation on Communications During Solicitation:**

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

### **3.7 Proposal Selection Shall not Imply Acceptance:**

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

### **3.8 Cybersecurity Risk Assessment:**

- A. As part of City’s evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product’s performance, and/or accessing City’s networks and systems. Where a prime Proposer or reseller plays an active role in each of these activities, CRA may also be required for the prime Proposer or reseller.
- B. To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:
  - a. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
  - b. **City’s Cyber Risk Assessment Questionnaire:** Proposer’s responses to a City’s Cyber Risk Assessment Questionnaire.
  - c. The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City’s Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City’s on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities’ cybersecurity program, penetration testing, and/or code reviews.

### **3.9 Solicitation Errors and Omissions:**

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

### **3.10 Objections to Solicitation Terms:**

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

### **3.11 Protest Procedures:**

#### **A. Protest of Non-Responsiveness Determination**

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

#### **B. Protest of Non-Responsible Determination**

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

#### **C. Protest of Contract Award**

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

#### **D. Delivery of Protests**

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

Protests must be delivered to:

My Lan Do Nguyen at [Mylando.Nguyen@sfdph.org](mailto:Mylando.Nguyen@sfdph.org)

and

Kim Baker at [Kim.Baker@sfdph.org](mailto:Kim.Baker@sfdph.org)

If delivering by mail, please email a copy to the individuals listed above and mail the protest to the address below.

**My Lan Do Nguyen**

City and County of San Francisco – Department of Public Health – Office of Contract Management and Compliance

101 Grove St, Rm. 410

**3.12 Proposal Term:**

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

**3.13 Revision to Proposal:**

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

**3.14 Proposal Errors and Omissions:**

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

**3.15 Financial Responsibility:**

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

**3.16 Proposer's Obligations under the Campaign Reform Ordinance:**

- A. If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:
- B. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and

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

- C. This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.
- D. The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

- E. A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

### **3.17 Reservations of Rights by the City:**

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

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

### **3.18 No Waiver:**

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

### **3.19 Investigations:**

- A. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
- B. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
- C. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
- D. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- E. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

### **3.20 Insurance:**

Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is

recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

**3.21 Compliance with Law:**

Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

**3.22 City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts:**

Nonprofit Proposers are required to review the City's [Policy and Procedures regarding City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts](#). To receive a contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

**3.23 Licenses, Permits, Fees and Assessments:**

Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Contract if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Contract if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Contract if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

**3.24 Right to Accept or Reject Proposals:**

The City and County of San Francisco reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

**3.25 Non-Collusion:**

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

**3.26 Signed Proposal and Exceptions:**

Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be requested under the request for clarifications/questions process by the deadline for questions. Any requested changes to the contract will be considered at that time and if changes are allowed, they will be sent out through an Addendum to all proposers. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms, or conditions, etc. may only be considered during the early stage of the solicitation process; and

shall not be included in the submitted proposals. The City makes no guarantee that any exceptions will be approved but will consider any requests put forward in the request for clarification/question process.

**3.27 Green Purchasing Requirements:**

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to the General Services Template, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

**SECTION 4 – SCOPE OF WORK**

**4.1 Background:**

A. The Contractor shall provide unarmed security guard services at **Zuckerberg San Francisco General Hospital**, located at 1001 Potrero Avenue, San Francisco, CA 94110; **Laguna Honda Hospital and Rehabilitation Center**, located at 375 Laguna Honda Blvd, San Francisco, CA 94116; and **Community Clinic Sites operated by the Department of Public Health (DPH)** throughout the city.

**4.2 Scope:**

This scope of work is a general guide to the work DPH expects to be performed, and is not a complete listing of all services, deliverables, tasks, milestones, that may be required or desired.

**A. Staffing Requirements**

**1. Security Guards.**

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

**a. Security Guard Shifts.**

- i. The chart below details the security guard shifts assigned to the ZSFGH, LHH and Community Clinic Sites. The shift schedule may be modified on a temporary basis by mutual agreement between City and Contractor.
- ii. **Zuckerberg San Francisco General Hospital, located at 1001 Potrero Avenue, San Francisco, CA 94110**

<b>Location</b>	<b>Shift Hours</b>	<b>Days</b>	<b>#Guards/Shift</b>
Building 5 Lobby Unarmed Roving Guard	0600-1400	Monday – Friday	4
	1400-2200	Monday – Friday	3
	0730-1730	Saturday – Sunday	2
Relief Guard/Shift Supervisor Unarmed Roving Guard	0800-1600	Monday – Sunday	1
	1600-2400	Monday – Sunday	1
	0001-0800	Monday – Sunday	1
Hospital Lobby-Building 25 Unarmed Roving Guard	0600-1400	Monday – Sunday	2
	1400-2200	Monday – Sunday	2
	2200-0600	Monday – Sunday	1
Hospital Lobby-Building 25 Unarmed Roving Guard	0600-1400	Monday – Sunday	2
Bridge Security Guard Unarmed Roving Guard	0530-1400	Monday – Sunday	1
	1330-2200	Monday – Sunday	1
Building 9 - Security Guard Unarmed Roving Guard	0600-1400	Monday – Friday	1
Building 9 and 80/90 -	0800-1600	Monday – Friday	1

Relief Guard Unarmed Roving Guard			
Building 80/90 Unarmed Roving Guard	0800-1700	Monday – Friday	2
Building 5 Rover Unarmed Roving Guard	0800-1600	Monday – Sunday	1

iii. **Laguna Honda Hospital, located at 375 Laguna Honda Blvd., San Francisco, CA 94116**

Location	Shift Hours	Days	#Guards/Shift
Pavilion Mezzanine SNF Unarmed Roving Guard	0600-1400	Monday - Sunday	1
	1400-2200	Monday - Sunday	1
	2200-0600	Monday - Sunday	1
Horse Shoe Unarmed Roving Guard	0600-1400	Monday - Sunday	1
	1400-2200	Monday - Sunday	1
	2200-0600	Monday - Sunday	1
Relief Guard/Shift Supervisor Unarmed Roving Guard	0800-1600	Monday - Sunday	1
	1600-2400	Monday - Sunday	1
	0001-0800	Monday - Sunday	1
Serenity Park Unarmed Roving Guard	0600-1400	Monday - Sunday	1
	1400-2200	Monday - Sunday	1
	2200-0600	Monday - Sunday	1
Campus Trails, Parking Lots and Administrative Building Patrols	0600-1400	Monday - Sunday	1
	1400-2200	Monday - Sunday	1
	2200-0600	Monday - Sunday	1

iv. **Community Clinic Sites**

Location	Shift Hours	Days	#Guards/Shift
Castro Mission Health Center	0800-1700	Monday – Friday	1
Maxine Hall Health Center	0800-1700	Monday – Friday	1
Southeast Family Health Center	0800-1700	Monday – Friday	1
Silver Avenue Health Center	0800-1700	Monday – Friday	1

1380 Howard Psychiatric Services	0800-2000	Monday – Friday	2
	0800-1700	Saturday - Sunday	2
Mission Mental Health	0800-1700	Monday – Friday	2
South of Market Mental Health	0800-1700	Monday – Friday	2
Chinatown North Beach Mental Health	0800-1700	Monday – Friday	2
Maria X Martinez Health Center	0800-1700	Monday – Friday	1
	0800-1700	Saturday	1
822 Geary/629 Hyde	0001-0800	Monday – Sunday	1
	0800-1600	Monday – Sunday	1
	1600-2400	Monday – Sunday	1

- v. Evening and weekend shifts may be required as needed. Any service requested by the City that requires guards to work overtime (beyond 8 hours per day or 40 hours per week) will be billed at the overtime rate. Any overtime requests by Contractor must be approved by the Director of Security or designee in advance of hours worked. The charts details the unarmed security guards needed at each location.
- vi. As required during the contract term and at the direction of the Director of Security or designee, the City may extend the unarmed security services to other locations, including providing healthcare and community provider safety and security services and personal safety escorts.

**b. Full-Time Security Guard Rest and Meal Break Schedule.**

Contractor shall provide all legal required rest, and meal breaks to their security guards, and it shall be done in a manner that does not compromise security operations and coverage requirements for this site.

**c. Emergency Guards.**

Contractor shall provide 24 hour emergency response services when an alarm company notifies the Contractor of an alarm and/or unauthorized break in the systems, including dispatching a radio equipped security guard to investigate and if necessary notifying the DPH Director of Security, Basil A. Price, and/or San Francisco Police Department (“SFPD”).

**d. As-Needed Guards.**

Upon 24 hours’ notice, Contractor shall provide as-needed guards in addition to the standard security contract, upon DPH Director of Security or designated representative’s request in writing, specifying the dates and durations of the shifts. As-needed guards shall perform the services. The Contractor shall bill as-needed guards, including guards needed for an emergency response, at the rate provided for as-needed guards in Cost Proposal Form.

**e. As-Needed Supervisors.**

Upon 24 hours’ notice, Contractor shall provide as-needed guards in addition to the standard security contract, upon DPH Director of Security or designated representative’s request in writing, specifying the dates and durations of the shifts. As-needed supervisors shall perform the services. The Contractor shall bill as-needed

supervisors, including supervisors needed for an emergency response, at the rate provided for as-needed guards in Cost Proposal Form.

f. **Back Up Personnel.**

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

g. **Right to Revise Shifts.**

A. Provided the City gives a written one week notice of changes of the regular shifts detailed in Section 4.2.A.1.a Security Guard Shifts above, during the Contract term, the City shall have the right to revise at any time without any penalty:

- i. the hours per shift;
- ii. the number of Guards per shift;
- iii. and/or the amount/number of shifts per day; and
- iv. the reassignment of security force. Guards shall be reassigned within five calendar days of the City's request.

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

h. **Security Guard Registration:**

Contractor shall provide list detailing the number of security guards assigned to each location, ensuring full coverage as specified in the Section 4.2.A.1.a, Security Guard Shifts, above. The Contractor must also certify that all assigned guards are available to start on the contract's effective date. Failure to comply may result in disqualification or contract termination.

2. **Supervisors.**

Contractor shall provide adequate supervision of guards at all times. "Supervisor" means guards who perform the same work as security guards, with concepts and organization skills, who have authority and exercise independent judgment to effectively recommend to hire/promote, discipline, assign, reward or adjust the grievances of other employee. Supervisors are not shift leads. While shift leads may assist in many supervisory functions, shift leads shall prepare or offer input, but shall not make determinations or recommendations. Persons in the supervisor role. At a minimum, Contractor shall provide a Supervisor for guard management and support. During the term of this contract, the City reserves the right to modify the parameters of such adequate staffing as needed. Contractor shall bill at the rates provided in Cost Proposal Form, for Supervisory Shifts detailed under Section 4.2.A.1.a Security Guard Shifts, above.

3. **Other Staff.**

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

a. **Account Manager.**

Contractor shall provide a member of its management staff as an Account Manager to coordinate Services to be provided

b. **Security Liaison Officer.**

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

c. **Administrative Support.**

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

d. **Central Communications Center.**

Contractor shall provide a central point of contact that operates on a continuous basis, where continuous basis is defined as 24 hours a day, seven days a week, including holidays, without interruption, until termination or expiration of the Contract.

**B. Services**

1. **Staffing**

Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts and locations for which guard security services and support services are required to be provided by this contract as described in Section 4.2.A. Staffing Requirements, above.

a. **Guard List and Notice of First Day.**

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

b. **Supervisor Contact List.**

- i. Contractor shall submit a Supervisor Contact List within 15 days prior to the contract start date. The Supervisor contact list must include the names and contact numbers for all supervisory employees associated with this contract.
- ii. Contractor shall update the supervisor contact list whenever a change in supervisors is made.

c. **Other Staffing Contact List.**

- i. No later than 30 days prior to the Contract start date, Contractor shall provide DPH Director of Security with the names and contact information for each of the following staff members:
- ii. Account Manager;
- iii. Security Liaison Officer;
- iv. Administrative Support;
- v. Central Communications Center; and
- vi. Technical Support.
- vii. Contractor shall update the Other Staffing Contact List whenever a change in other staffing is made.

d. **Removal and Replacement of Unqualified Guards.**

Any guard that fails to perform the duties, or meet the qualifications, below, will be considered unqualified and Contractor shall dismiss the Guard from work and replace the Guard immediately at no additional cost to the City.

e. **Right to Remove.**

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

f. **Turnover.**

Contractor shall not exceed a 50% turnover rate per fiscal year with respect to guards.

2. **Zuckerberg San Francisco General Hospital Security Guard Duties**

a. **General Duties.** All Guards assigned under this Contract shall:

- i. Be present in the key areas building entrances to provide greeting, screening, and navigation services;
- ii. Document security related incidents and emergencies regarding activity, communications, and actual or suspicious activity. **DO NOT TAKE PHOTOS OF HOSPITAL EMPLOYEES, PATIENTS or VISITORS;**
- iii. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors;
- iv. Respond to request to provide Security Standby or Security Assist;
  - (A) **Security Standby.** Security Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to de-escalate a potentially escalating situation through limit setting.
  - (B) **Security Assist.** Security Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, control, moderate, or prevent the inappropriate behavior of an individual.
  - (C) **CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.**
- v. Report to their shifts on time and be there for the entire duration of the shift;
- vi. Investigate unusual or suspicious activity;
- vii. Guard the Premises against fire, theft, damage and trespass;
- viii. Protect safety of persons on sites;
- ix. Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways and on sidewalks;
- x. Monitor all incoming and outgoing traffic. For Hospital Facilities, make sure anyone not signing into the building has the required building ID card to enter, all others must sign in and verify that each person is authorized to enter the building.
- xi. For Hospital Facilities, ask visitors which floor they are going to and direct them accordingly;
- xii. At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and hospital staff;
- xiii. Be visible to the public, alert, and attentive at all times while on duty;
- xiv. Not be engaged in or conduct any personal business or business outside those described in this contract at any time while assigned to perform Services, except during authorized breaks;

- xv. Not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties, except during authorized breaks; and
- xvi. Not be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
- xvii. Be present in the key areas – rounding on foot to observe onsite activities; rounding will include looking out for and searching for illicit substances, paraphernalia, and/or contraband that may be stashed in the patrol area.
- xviii. Remind onsite patients, residents, and visitors of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- xix. Approach patients, residents, and visitors who are gathered in these areas to monitor activities.
- xx. Use Personal Protection Equipment (PPE) to minimize risk for exposure. The access control staff will provide the Guard with personal protective equipment.

**b. Inspection Duties at Hospital Facilities.**

- i. Security guards will not be required to operate property and narcotics scanners unless the Sheriff's Office does not have the staffing to perform these duties, and the DPH Director of Security requests Contractor to perform such tasks in writing.
- ii. Security guards assigned at either hospital are required to complete New Employee Orientation, which includes how to respond to hospital emergencies.
- iii. All employees, vendors, and contractors are required to be able to respond, appropriately to actual hospital emergencies, drills, or surveyor questions concerning emergency response plans.
- iv. All Guards assigned under this Contract shall:

**(A) For visitors of patients (not including vendors):**

- (1) Inform visitors that personal bags/backpacks/purses are not allowed in the facility. (Visitors will be asked to store items in lockers.)
  - (a) Limited Exceptions: Medical devices, medications needed in an emergency (such as epi pens)
- (2) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (3) Request to empty pockets for inspection.
- (4) Use handheld metal detector wand (supplied by San Francisco Sheriff's Office (SFSO)) on the person and do a visual inspection to look for bulges, items in pockets etc.
  - (a) If the wand beeps, proceed to a pat down if the person consents.
  - (b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.
- (5) Any items for patients must have contents inspected or Guard shall not allow package/bag in the facility.
- (6) If visitor refuses to comply with any of these requirements or does not consent to pat down, Guard shall not allow visitor to enter the facility.

- (a) Identified Prohibited Items. Guard shall confiscate and dispose of illegal items (such as weapons or illicit substances pursuant to SFSO procedures; except if person has permit to carry firearm or marijuana in amounts that do not exceed legal requirements)
- (b) Prohibited contraband. Guard shall inform Visitor that prohibited items will not be allowed inside the facility, and they will be given an opportunity to leave with the item to leave it in their car, or return without the item, but the person will be subject to a new screening.

**(B) For Patients:**

- (1) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (2) Request to empty pockets for inspection.
- (3) Use handheld metal detector wand on the person and do a visual inspection to look for bulges, items in pockets etc.
  - (a) If the wand beeps, proceed to a pat down if the person consents.
  - (b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.
- (4) All bags/purses/backpacks/packages etc. must have contents inspected or Guard shall not allow package/bag in the facility.
- (5) If patient refuses to comply with any of these requirements or does not consent at a pat down, Guard shall not allow patient to enter the facility and shall tell patient that they can return when they are ready to proceed with the screening.
- (6) If patient continues to refuse to allow property to be searched,
  - (a) Guard may offer patient the option to have clinical staff perform the manual search of the property
  - (b) If patient still refuses, Guard shall inform patient that the bag/package cannot be brought into the facility.

**c. Universal Precautions.**

All guards will use Personal Protection Equipment (PPE) to minimize risk for exposure. The City will provide the guard with personal protective equipment.

**d. Building 25 (Hospital) Access Control.**

This guard is responsible for maintaining a fixed position to provide support to the clinical staff in accessing access control to the hospital. All guards assigned to Building 25 shall:

- i. Document all security related incidents
- ii. Respond to security emergencies within the hospital lobby
- iii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- iv. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- v. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.

- vi. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- vii. When conducting Building 25 security duties, the guard should be watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.
- viii. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center - 628-206-8063 or for security emergencies – 628-206-4911.
- ix. Observe if any person is showing outward signs of physical pain or illness, or if they are agitated, and ask them if they need medical attention and call 911, if necessary.
- x. Document security related incidents and emergencies regarding activity, communications, and actual or suspicious activity. **DO NOT TAKE PHOTOS OF HOSPITAL EMPLOYEES, PATIENTS or VISITORS.**
- xi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

**e. Building 25 Hospital Visiting and Employee Identification Badges.**

The Hospital's point-of-contact for the Building-25 position will advise the guard for permitted visitors and specific restrictions. Title 22 of the Joint Commission requires hospitals to establish a photo identification badge process that allows immediate identification of employees and physicians during work.

- i. Guards shall ensure hospital staff always wear photo identification badge while on hospital property or in the process of providing services at San Francisco General Hospital. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible.
- ii. Supervisors shall inform Guards about the expectation that the photo identification badge is worn by hospital staff during work.
- iii. Guards will ensure that hospital staff wear their photo identification badge on the upper half of the body with the name and photo identification clearly visible.
- iv. Hospital staff who fail to bring their badges to work must inform the access control staff immediately or upon entry into the workplace.
- v. Guards shall assist the access control staff in verifying the employee's credentials and issue a temporary badge.
- vi. Guards shall require employee to show government issued identification and submit the ID in exchange for the temporary identification badge, and sign the temporary ID log prior to receiving the temporary ID.
- vii. Guard shall log in the employee on the temporary identification badge log then take possession of the employee's government issued Identification/driver's license
- viii. Guards shall ensure employee wear the temporary badge in a visible location on the upper half of the body until the end of the shift.
- ix. At the end of the shift, Guard shall require employee to return to the temporary badge to receive their ID and sign the temporary badge log verifying receipt of their government issued identification.

- x. Guard shall receive the temporary identification badge at the end of the shift and return the employee's identification upon receipt of the signature from the employee.

f. **Building 5 (Main Lobby) Security Support Services.**

This guard is responsible for maintaining a fixed position to provide support to the central registration staff. All guards assigned to Building 5 (Main Lobby) shall:

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

g. **Building 5 Security Standby and Security Assist.**

When it is determined by an appointed medical professional, or when staff has reasonable cause to believe that an individual presents a danger to them and others, guard shall:

- i. Report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center at non-emergency - 628-2068063 or for security emergencies – 628-206-4911.
  - (A) **Security Stand-by.** Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
  - (B) **Security Assist.** Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
  - (C) **CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.**

h. **Building 5 Patient, Visitor and Employee Entry.**

- i. Ensure compliance with Visitation Guidelines.
  - (A) **Patients** are allowed to enter so long as they have a reason to be in the building – have an appointment or seeking medical care.
  - (B) Visitors are not permitted for outpatient appointments or to psychiatry. Compassionate exceptions apply:
    - (1) Pediatric patients are allowed one parent/guardian.
    - (2) Patients who require mobility, communication or cognitive assistance are allowed one visitor to accompany them to their appointment.
  - (C) **Skilled** nursing visitors must check in at Building 25.
- ii. Ensure compliance with Title 22 of the Joint Commission requires hospitals to establish a photo identification badge process that allows immediate identification of employees and physicians during work. The photo identification badge is to be always worn while on hospital property or in the process of providing services at San Francisco General Hospital. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible. **If it is not visible, security must ask the employee to show their badge. This practice should be done to all staff regardless of position, race, ethnicity and/or appearance.**
- iii. For employees who fail to bring their badges to work, the guard will assist the access control staff in verifying the employee's credentials and issue a temporary badge.
  - (A) The employee must show government issued identification and submit the ID in exchange for the temporary identification badge, and sign the temporary ID log prior to receiving the temporary ID.
  - (B) The guard will log in the employee on the temporary identification badge log then take possession of the employee's government issued Identification/driver's license.
  - (C) At the end of the shift, the employee will return to the temporary badge to receive their ID and sign the temporary badge log verifying receipt of their government issued identification. The security guard will receive the temporary identification badge at the end of the shift and return the employee's identification upon receipt of the signature from the employee.

i. **Building 25 Bridge Security Guard Position Assignment.**

This guard will maintain a fixed position at the buildings 5 and 25 bridge and shall:

- i. Ensure compliance of all staff, patients, and visitors with the health-order guidelines regarding wearing Personal Protection Equipment (PPE) to minimize risk for exposure, including wear clinic approved mask that completely covers the mouth and nose and providing mask to those without a mask.
- ii. Ensure compliance with Title 22 of the Joint Commission that requires all employees, volunteers, and physicians wear photo identification badges while on hospital property or in the process of providing services at Zuckerberg San Francisco General. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible.
- iii. Supervisors are to inform staff about the expectation that the photo identification badge is worn during work.

- iv. Watching for inpatients that leave the unit and take the bridge to the building 5 cafeteria.
  - (A) Unless accompanied by a nurse, inpatients are not permitted to leave the unit.
  - (B) Cafeteria staff have been instructed to allow inpatients to enter without being accompanied by a nurse.
  - (C) The bridge guard should ask any inpatient that is not accompanied by a nurse what unit they are on and notify the unit charge nurse (See phone directory)
- v. Guard will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- vi. Watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. **Race, gender, and religious affiliation are NOT considered suspicious.** Do not attempt to follow people when it is unwarranted.
- vii. Observe if any person is showing outward signs of physical pain or illness, or if they are agitated, and ask them if they need medical attention and if necessary, notify the security shift supervisor, call 911, and assist with crowd management.
- viii. In the absence of DPH staff coverage, provide to support the Maternal Child Health with visitor's access control and employee ID badge verification. The role of the security guard will be to verify that the patient to be visited is admitted to the hospital and upon verification, enter the visitor's information and take a photo, using the visitor's management system.
- ix. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- x. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- xi. Respond to bridge incidents involving disturbances, security staff assistance, and violence in the workplace.
- xii. As directed by the security shift supervisor, respond to security emergencies within the hospital lobby.
- xiii. Document all security related incidents.
- xiv. Guards will maintain a all activity on their Daily Activity Report (DAR).
- xv. Report incidents of criminal activity to the shift supervisor or call the Sheriff's Operations Center to intervene and document the incident.
- xvi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

j. **Building 9 OHS.**

The guard is responsible for maintaining a fixed position to provide support to the OHS registration staff. All guards assigned to Building 9 OHS shall:

- i. Document all security related incidents.
- ii. Respond to security emergencies within the building- 9 OHS.

- iii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- iv. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- v. Response to incidents involving disturbances, security staff assistance, and violence in the workplace.
- vi. Guards will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- vii. Guards will document, in detail all activity on their Daily Activity Report (DAR.)
- viii. When conducting Building 9 security duties, Guards should be watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. (**Race, gender, and religious affiliation are NOT considered suspicious.**) Do not attempt to follow people when it is unwarranted.
- ix. Radio findings to the shift supervisor or call the Sheriff's Operations Center to intervene and document the incident.
- x. Observe if any person is showing outward signs of physical pain or illness, or if they are agitated, and ask them if they need medical attention and call 911, if necessary.
- xi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.
- xii. Ensure compliance with Visitation Guidelines (see Visitation Guidelines, specifically Outpatient Visitation)
  - (A) Patients are allowed to enter so long as they have a reason to be in the building – have an appointment or seeking medical care.
  - (B) Visitors are not permitted for outpatient appointments.
- xiii. Patients who require mobility, communication or cognitive assistance are allowed one visitor to accompany them to their appointment
- xiv. Ensure compliance with Title 22 of the Joint Commission requires hospitals to establish a photo identification badge process that allows immediate identification of employees and physicians during work. The photo identification badge is to be always worn while on hospital property or in the process of providing services at San Francisco General Hospital. The photo identification badge must be worn on the upper half of the body with the name and photograph clearly visible. **If it is not visible, security must ask the employee to show their badge. This practice should be done to all staff regardless of position, race, ethnicity and/or appearance.**
- xv. Ensure that patients and their visitors are adhering to the universal masking policy. All patients and visitors must have a mask to enter the building. Isolation masks will be provided in the lobby.
- k. **Urgent Care Clinic Security Support Services (1E22 – Psychiatric Emergency Services).**

This guard is responsible for maintaining a fixed position to provide support to the Urgent Care Clinical staff. All guards assigned to Urgent Care Clinic Security Support Services shall:

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

**I. Urgent Care Clinic Security Standby and Security Assist.**

When it is determined by an appointed medical professional, or when staff has reasonable cause to believe that an individual presents a danger to them and others, guard shall:

- i. Report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
  - (A) Security Stand-by. Guard's assistance is limited to the Guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
  - (B) Security Assist. Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
  - (C) CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.

m. **Building 5 Rover Patrol.**

The purpose of the roving patrols is to achieve protection objectives through guards who round within Building 5. Their actions can be divided into four primary categories: response to critical events, inspection services, routine preventive patrol, and response to provide courtesy or routine services. The Building 5 rover guard is responsible for responding to all security related incidents and security related emergencies that occur in Building 5. The Building 5 rover shall:

- i. Documenting all security related incidents
- ii. Responding to security emergencies
- iii. Make periodic tours to secure areas, providing customer service, mitigating disruptive behavior, deterring crimes, and providing non-violent crisis intervention, until such time that an incident requires the use of force, which will require calling the Sheriff's Operations Center at non-emergency - 628-206-8063 or for security emergencies – 628-206-4911.
- iv. Inspecting protection devices as required and checking for irregularities.
- v. Preserving order and enforcing regulations pertaining to personnel, visitors, and premises as warranted.
- vi. Assisting with the functions of physical and personal security and safety measures of patients, staff, and visitors.
- vii. Protecting staff and property from theft or damage, or persons from hazards or interference, including the potential for violence in the workplace.
- viii. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- ix. Guards will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- x. Guards will document, in detail all activity on their Daily Activity Report (DAR.)
- xi. When conducting patrols, the guard should be watching as people approach, make eye contact, providing a proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description; observe if the person is showing outward signs of physical pain or illness, or if they are agitated.
- xii. Without provoking a confrontation, stop to investigate all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.
- xiii. Radio findings to the shift supervisor or call the Sheriff's Operations Center-628-206-8063 or for security emergencies – 628-206-4911 to intervene and document the incident.
- xiv. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

n. **Building 25 Loading Dock.**

This guard is responsible for providing access control and supporting authorized delivery persons and vendors. All guards assigned to the Building 25 Loading Dock shall:

- i. Maintain a fixed position at the loading dock entrance, assist as required, direct employees to the appropriate building 25 entrance, report and document

unsafe environment conditions, including unlocked, propped open/obstructed door jams to the shift supervisor, and conduct follow up when issues are not resolved.

- ii. Actively monitors and conducts traffic control loading dock.
- iii. Ensuring that deliveries are efficiently directed to the appropriate departments within the facility.
- iv. Managing the allocation of space on the dock and efficiently organizing parking for delivery vehicles.
- v. Taking proactive measures to address instances of vehicles parking in prohibited areas, including arranging towing or issuing appropriate citations to maintain order.
- vi. Vigilantly preventing incidents of illegal dumping, maintaining a strict stance against such activities to ensure the cleanliness and integrity of the premises.
- vii. Providing clear guidance to staff members, ensuring they consistently use designated entrances and exits (Building 5 and 25, as appropriate) when entering or exiting the building.
- viii. Conducting regular security rounds to monitor and ensure compliance with parking regulations within the loading dock area.
- ix. Exercising stringent control over access to the loading dock, effectively preventing any unauthorized entry, illegal lodging, illegal parking, and dumping.
- x. Managing inventory levels by conducting regular physical counts to ensure accurate stock records.
- xi. Preserving the loading dock's optimal condition through thorough equipment inspections, prompt initiation of repair work orders, and efficient handling of replacements as required.
- xii. Skillfully recording and managing overnight deliveries to maintain efficient inventory tracking and internal operational workflows.

**o. Building 80/90 Specialty Care Services Clinic.**

This guard is responsible for ensuring the safety of patients, visitors, and staff. All guards assigned to Building 80/90 Specialty Care Services Clinic shall:

- i. Maintaining a fixed position inside of the building 80 and building 90 entrances.
- ii. The Guard should be watching as people approach, make eye contact, provide proper greeting, observe their body language, listen to the tone of voice, and make a mental note of the person's description and without provoking a confrontation, stop to investigate all suspicious persons and activity. (**Race, gender, and religious affiliation are NOT considered suspicious.**) Do not attempt to follow people when it is unwarranted.
- iii. Issue visitor passes.
- iv. Assist with providing masks to patients as needed.
- v. Provide building directions/escorts to clinic location, as needed.
- vi. At the direction of clinic staff, provide support that is limited to the guard's presence as a deterrent or backup to office staff's actions. The guard's actions may include giving directives to take control of a potentially escalating situation, to assess, moderate, or prevent inappropriate behavior through limit setting.

- vii. Providing personal safety escorts for staff to employee parking areas.
- viii. Preserving order and gaining compliance to rules and regulations to ensure the safety of all persons on the premises.
- ix. Respond to other internal and external disasters that impact the clinic buildings.
- x. Document security related incidents and emergencies.

**3. Laguna Honda Hospital Security Guard Duties.**

**a. General Duties All Guards assigned under this Contract shall.**

- i. Be present in the key areas – rounding on foot to observe any resident activity.
- ii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iii. Approach residents who are gathered in these areas that are engaged in illicit activities.
- iv. If illicit substances, paraphernalia, and/or contraband is witnessed, contact Nursing Operations at 415-994-4684, attempt to confiscate the items without escalating.
- v. When posted at the Pavilion Mezzanine SNF, check-in at the nursing station for a briefing regarding any security matters that need to be addressed.
- vi. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances, including photos as applicable. **DO NOT TAKE PHOTOS OF HOSPITAL RESIDENTS.**
- vii. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- viii. Respond to request to provide Security Standby, Security Assist, and Resident Elopement (Code Green) incidents.
- ix. **Security Stand-by.** Guard’s assistance is limited to the Guard’s presence as a deterrent or backup to the hospital staff’s actions. Guard’s actions may include giving directives to take control of a potentially escalating situation by setting limits.
- x. **Security Assist.** Guard’s assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
- xi. The Security Guards are required to work cooperatively with and take direction from the LHH management, DPH Director of Security, San Francisco Police Department (“SFPD”) and/or San Francisco Sherriff’s Office (“SFSO”) personnel in situations when potential or actual threats to persons or property are determined to be present.
- xii. The Security Guard will work under the command of both LHH and SFPD/SFFO until such threats are determined to have subsided. Such threats include, but are not limited to, civil disturbances, natural disasters, and any other City-declared emergencies.

**b. Inspection Duties at Hospital Facilities.**

- i. Security guards will not be required to operate property and narcotics scanners unless the Sheriff’s Office does not have the staffing to perform these duties, and the DPH Director of Security requests Contractor to perform such tasks in writing.

- ii. Security guards assigned at either hospital are required to complete New Employee Orientation, which includes how to respond to hospital emergencies.
- iii. All employees, vendors, and contractors are required to be able to respond, appropriately to actual hospital emergencies, drills, or surveyor questions concerning emergency response plans.
- iv. All Guards assigned under this Contract shall:

**(A) For visitors of patients (not including vendors):**

- (1) Inform visitors that personal bags/backpacks/purses are not allowed in the facility. (Visitors will be asked to store items in lockers.)
  - (a) Limited Exceptions: Medical devices, medications needed in an emergency (such as epi pens)
- (2) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (3) Request to empty pockets for inspection.
- (4) Use handheld metal detector wand (supplied by San Francisco Sheriff's Office (SFSO)) on the person and do a visual inspection to look for bulges, items in pockets etc.
  - (a) If the wand beeps, proceed to a pat down if the person consents.
  - (b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.
- (5) Any items for patients must have contents inspected or Guard shall not allow package/bag in the facility.
- (6) If visitor refuses to comply with any of these requirements or does not consent to pat down, Guard shall not allow visitor to enter the facility.
  - (a) Identified Prohibited Items. Guard shall confiscate and dispose of illegal items (such as weapons or illicit substances pursuant to SFSO procedures; except if person has permit to carry firearm or marijuana in amounts that do not exceed legal requirements)
  - (b) Prohibited contraband. Guard shall inform Visitor that prohibited items will not be allowed inside the facility, and they will be given an opportunity to leave with the item to leave it in their car, or return without the item, but the person will be subject to a new screening.

**(B) For Patients:**

- (1) Request to remove jackets, sweaters, scarfs, hats and other bulky clothing items for inspection.
- (2) Request to empty pockets for inspection.
- (3) Use handheld metal detector wand on the person and do a visual inspection to look for bulges, items in pockets etc.
  - (a) If the wand beeps, proceed to a pat down if the person consents.
  - (b) If the visual inspection suggests bulges, items in pockets, or is inconclusive, proceed to a pat down if the person consents.
- (4) All bags/purses/backpacks/packages etc. must have contents inspected or Guard shall not allow package/bag in the facility.

(5) If patient refuses to comply with any of these requirements or does not consent at a pat down, Guard shall not allow patient to enter the facility and shall tell patient that they can return when they are ready to proceed with the screening.

(6) If patient continues to refuse to allow property to be searched,

(a) Guard may offer patient the option to have clinical staff perform the manual search of the property

(b) If patient still refuses, Guard shall inform patient that the bag/package cannot be brought into the facility.

c. **Universal Precautions.**

All guards will use Personal Protection Equipment (PPE) to minimize risk for exposure. The City will provide the guard with personal protective equipment.

d. **Chain of Custody Protocol.**

i. Whenever security personnel come into possession of illicit substances, paraphernalia, the contraband will be treated as follows:

(A) **Illicit substances witnessed being used.** If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.

(B) **Illicit substances found on premise.** If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff.

i. The on-site Supervisor shall notify the hospital nursing staff to receive further instructions.

ii. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.

iii. If transported to another location on LHH campus, guard shall secure the envelope containing contraband in a container before transporting it.

iv. Guard shall contact the Sheriff's Office to take possession of the contraband and process it for destruction.

v. Upon first discovering or receiving the property, guard shall prepare a detailed security incident report. All other guards involved shall complete supplemental reports.

e. **Serenity Park Guard.**

This guard is responsible for the park surroundings. All guards assigned to Serenity Park shall:

i. Look out for and search the grounds for illicit substances, paraphernalia, and/or contraband stashed on the park Premises. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, confiscate the items, store the items in a container, and contact the on-site Supervisor.

ii. Observe any resident activity.

- iii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iv. Approach residents who are gathered in these areas to monitor activities.
- v. Illicit substances witnessed being used. If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.
- vi. Illicit substances found on premise. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff.
- vii. Respond to security emergencies within the patrol location
- viii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- ix. Security Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- x. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xi. Verbally de-escalate any risk behavior, and follow response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xii. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- xiii. Without provoking a confrontation, stop to investigate all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.
- xiv. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xv. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

**f. Front Lobby/Horseshoe Guard.**

This guard is responsible for the front of the hospital's exterior, including the entire roundabout and surrounding areas. All guards assigned to the Front Lobby/Horseshoe shall:

- i. Look out for and search for illicit substances, paraphernalia, and/or contraband stashed on the hospital exterior and horseshoe area. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, confiscate the items, store the item(s) in a container, and contact the on-site Supervisor.
- ii. Observe any resident activity.
- iii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iv. Approach residents who are gathered in these areas to monitor activities.
- v. Illicit substances witnessed being used. If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or

designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.

- vi. Illicit substances found on premise. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff.
- vii. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.
- viii. Respond to security emergencies within the patrol location
- ix. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- x. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- xi. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xii. Verbally de-escalate any risk behavior, and follow response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xiii. Communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- xiv. Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.
- xv. Radio findings to the on-site Supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xvi. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.
- xvii. Guard stationed at front desk lobby ("Lobby Guard") shall be knowledgeable of the buildings tenants and services provided in order to direct clients and visitors to the right place as required.
- xviii. The Lobby Guard shall maintain a daily log for each shift in accordance with all building policies (sign in and out).
- xix. The Lobby Guard shall monitor security desk consoles (i.e.: access control, alarm systems, CCTV video monitors, etc.).

**g. Pavilion Mezzanine SNF Guard.**

This guard is responsible for maintaining a moderate fixed position and conducting routine patrols of the SNF Clinical and Acute Room areas. All guards assigned to Pavilion Mezzanine SNF guard shall:

- i. Look out for and search for illicit substances, paraphernalia, and/or contraband stashed on the common areas of the Pavilion Mezzanine SNF. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, confiscate the items, store the item(s) in a container, and contact the on-site Supervisor and the hospital nursing staff.
- ii. Observe any resident activity.

- iii. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- iv. Approach residents who are gathered in these areas to monitor activities.
- v. Illicit substances witnessed being used. If illicit substances, paraphernalia, and/or contraband is witnessed being used, contact Nursing Operations or designated nursing staff to confiscate the items. Using appropriate personal protection equipment, guard shall place confiscated contraband in an appropriate envelope and sealed in the presence of another guard with both placing their initials across the seal.
- vi. Illicit substances found on premise. If illicit substances, paraphernalia, and/or contraband is found, using a grabber tool, the Security guard will confiscate the item(s), store the items in a container, and contact the security shift supervisor who will follow a chain-of-custody protocol when taking possession of the item, and notifying the hospital nursing staff
- vii. Assistance with taking possession of illicit substances, paraphernalia, and/or contraband is the role of the Sheriff's Office; if requested by the hospital staff, the guard should advise them to contact the deputy.
- viii. When it is determined by an appointed medical professional, or when staff have reasonable cause to believe that an individual presents a danger to them and others, it is expected that the security guard will take an active role in assistance.
  - (A) The first step in the guard's response is to report to the staffing requiring/requesting security support to receive information and instruction regarding the type of support needed i.e., security standby, security assistance, or call the Sheriff's Operations Center at 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
  - (B) Security Stand-by. Guard's assistance is limited to the guard's presence as a deterrent or backup to the hospital staff's actions. guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
  - (C) Security Assist. Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
  - (D) CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.
- ix. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.
- x. Respond to security emergencies within the patrol location
- xi. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- xii. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors.
- xiii. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xiv. Verbally de-escalate any risk behavior, and follow response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xv. Guards will document in detail all activity in their Daily Activity Report (DAR.)

- xvi. Without provoking a confrontation, stop investigating all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.
- xvii. Radio findings to the shift supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xviii. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

**h. Hospital Campus Trails Rover Guard.**

This guard is responsible for maintaining a moderate fixed position and conducting routine patrols of the Hospital Campus Trails areas. All guards assigned to Hospital Campus Trails shall:

- i. Two guards (working on opposite sides) will provide patrols of the trails that run throughout the hospital campus.
- ii. The guard will check-in on the 35-QR codes for monitoring exterior patrol activity.
- iii. Observe any resident activity on the trails, through the campus, including the public sidewalk.
- iv. Remind residents of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- v. Approach residents who are gathered in these areas to monitor activities.
- vi. If illicit substances, paraphernalia, and/or contraband is witnessed, contact Nursing Ops at 415-994-4684.
- vii. Document incidents regarding activity, communications, and actual or suspicious activity related to illicit substances.
- viii. Respond to security emergencies within the patrol location.
- ix. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- x. Assist with the functions of physical and personal security and safety measures of residents, staff, and visitors, including residents attempting to leave the campus.
- xi. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xii. Verbally de-escalate any risk behavior, and follow appropriate response protocol, including calling the Sheriff's Office for incidents that require physical intervention.
- xiii. Guards will communicate with hospital staff, introduce themselves and determine if there are any security related issues, they need to be made aware of.
- xiv. Guards will document in detail all activity on their Daily Activity Report (DAR.)
- xv. Without provoking a confrontation, stop investigating all suspicious persons and activity. Race, gender, and religious affiliation are NOT considered suspicious. Do not attempt to follow people when it is unwarranted.
- xvi. Radio findings to the shift supervisor or call the Sheriff's Operations Center - 415-759-2319 or for Sheriff's Watch Commander – 415-759-2301.
- xvii. Reduce radio volume when engaged in conversation, when entering elevators, waiting areas, and patient care areas.

**4. Community Clinic Sites Security Guard Duties**

a. **General Duties All Guards assigned under this Contract shall:**

- i. Be present in the key areas building entrances to provide greeting, screening, and navigation services;
- ii. Document security related incidents and emergencies regarding activity, communications, and actual or suspicious activity. **DO NOT TAKE PHOTOS OF HOSPITAL EMPLOYEES, PATIENTS or VISITORS;**
- iii. Assist with the functions of physical and personal security and safety measures of patients, staff, and visitors;
- iv. Respond to request to provide Security Standby or Security Assist;
  - (A) **Security Standby.** Security guard's assistance is limited to the guard's presence as a deterrent or backup to the hospital staff's actions. Guard's actions may include giving directives to de-escalate a potentially escalating situation through limit setting.
  - (B) **Security Assist.** Security guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, control, moderate, or prevent the inappropriate behavior of an individual.
  - (C) **CALL THE SHERIFF'S OPERATIONS CENTER FOR ISSUES THAT INVOLVE PHYSICAL FORCE OR EFFECTING AN ARREST.**
- v. Report to their shifts on time and be there for the entire duration of the shift;
- vi. Investigate unusual or suspicious activity;
- vii. guard the Premises against fire, theft, damage and trespass;
- viii. Protect safety of persons on sites;
- ix. Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways and on sidewalks;
- x. At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and staff;
- xi. Be visible to the public, alert, and attentive at all times while on duty;
- xii. Not be engaged in or conduct any personal business or business outside those described in this contract at any time while assigned to perform Services, except during authorized breaks;
- xiii. Not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to guard duties, except during authorized breaks; and
- xiv. Not be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
- xv. Be present in the key areas – rounding on foot to observe onsite activities; rounding will include looking out for and searching for illicit substances, paraphernalia, and/or contraband that may be stashed in the patrol area.
- xvi. Remind onsite patients, residents, and visitors of facility policies – no illicit substance, paraphernalia, and/or contraband permitted on the campus or within the facility.
- xvii. Approach patients, residents, and visitors who are gathered in these areas to monitor activities.

- xviii. Use Personal Protection Equipment (PPE) to minimize risk for exposure. The access control staff will provide the guard with personal protective equipment.
- b. Opening & Closing Responsibilities.**
  - i. Unlock and open the clinic or assigned work area at the start of the day.
  - ii. Conduct a final round of the building and external perimeter, ensure all windows and external doors are locked, and activate the security alarm system.
- c. Security and Safety Duties.**
  - i. Maintain calm but authoritative body language.
  - ii. Remain aware of surroundings and monitor for security breaches, unusual activities, or potential threats.
  - iii. Identify patterns, trends, and suspicious behaviors, assessing situations and responding quickly to de-escalate confrontational incidents.
- d. Interaction with Patients and Staff.**
  - i. Greet patients and provide navigation assistance within the clinic.
  - ii. Communicate effectively with staff, patients, and visitors in English.
  - iii. Maintain a professional, service-oriented demeanor when interacting with others.
- e. Response to Escalating Behavior.**
  - i. **Security Stand-by.** Guard's assistance is limited to the guard's presence as a deterrent or backup to the hospital staff's actions. guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
  - ii. **Security Assist.** Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
- f. Compliance with Security Protocols.**
  - i. Follow all City security policies, including notifying San Francisco Police Department (SFPD) or San Francisco Sheriff's Office (SFSO) when necessary.
  - ii. Cooperate with and take direction from clinic leadership, the DPH Director of Security, and law enforcement personnel regarding threats to persons or property.
- g. On-Site Availability & Communication.**
  - i. Remain on-site and accessible to clinic management at all times.
  - ii. Respond promptly to clinic managers' requests for security assistance.
  - iii. Carry and use communication devices (cell phones or pagers) as provided.
- h. Training & Professional Standards.**
  - i. Undergo initial and ongoing training in trauma-informed care, harm reduction, customer service, de-escalation, and physical safety techniques (e.g., holds, escapes).
  - ii. Adhere to DPH facility rules regarding the use of communication and technology devices. No audio/video recording or picture-taking is permitted unless explicitly authorized.
  - iii. Maintain a professional and respectful approach in all interactions with staff and patients.

i. **Incident Reporting & Documentation.**

- i. Maintain a daily sign-in/out log, including breaks and lunch periods, for review by clinic management.
- ii. Complete and submit incident reports within 24 hours for any security or safety issues.
- iii. Maintain up-to-date personnel files with valid identification, training logs, performance evaluations, and incident reports.

5. **Security Guard Duties for All Locations**

a. **Reporting.** All Guards assigned to this contract shall:

- i. Sign timecards shall be signed at each check in and check out.
- ii. Log all arrival and departure shifts, including breaks of any kind.
- iii. Monitor the complaint logbook.
- iv. Create Incident Reports.

(A) **Reportable Incidents.** All Guards shall write Incident Reports in any of the following circumstances, including but not limited to:

- (1) Guard is required to make any physical contact with a member or members of the public, City staff or other Guards;
- (2) Guard is required to intervene between any two or more persons including other Guards;
- (3) Guard witnesses any crime or suspected crime, including assault;
- (4) Guard witnesses any incident in which there is a potential injury whether or not medical attention is immediately required, or in which loss or damage to public or private property occurs;
- (5) Guard observes hazardous conditions;
- (6) Guard is required to give direction or order to a tenant or public and the tenant or public protest or express their unwillingness to comply;
- (7) Guard observes persons attempting to gain unauthorized entry;
- (8) Guard discovers any unlocked doors or any activated alarms, false or otherwise;
- (9) Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers; and
- (10) Guard observes suspicious or unusual activities.

(B) **Reports to the DPH Director of Security.** All Guards shall provide the Incident Reports to the DPH Director of Security any of the following incidents:

- (1) Guard observes any unusual incidents or hazardous conditions; and/or
- (2) Contractor must notify DPH Director of Security of any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors, tenants, or property; or any other circumstances requiring immediate notification to DPH Director of Security or appropriate local authorities.
- (3) Race, gender, and religious affiliation are NOT considered suspicious.

(C) **Reports to the SFPD.** All Guards shall report to the SFPD any of the following incidents:

(1) Guard observes any unusual incidents or hazardous conditions; and/or

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

(3) Race, gender, and religious affiliation are NOT considered suspicious.

(D) **Submission.** All Guards shall submit incident reports by the end of shifts, during which said incidents occur, by each and every Guard involved. City is not required to pay for services until all outstanding Incident Reports for the month have been satisfactorily submitted to the DPH Director of Security. All Incident Reports are to be submitted by email to:

**ATTN: Basil A. Price**

City and County of San Francisco

Director of Security, Department of Health

1001 Potrero Avenue

San Francisco, CA 94110

basil.price@sfdph.org

**b. Keys.**

- i. All guards shall be responsible for all building and systems keys in possession and shall account for their whereabouts at all times.
- ii. All guards shall not loan keys to anyone for any reason.
- iii. If keys are lost or stolen, Contractor shall immediately notify DPH Director of Security so that appropriate action can be taken to safeguard the Premises.
- iv. Contractor shall be responsible for the cost of replacement of lost, stolen or damaged keys.

**c. Emergency Duties.**

- i. All guards shall quickly respond when an emergency occurs or when the panic button is sounded to again establish peace and order.
- ii. All guards shall, at all times, be knowledgeable about the following:
  - (A) Emergency response and emergency client telephone numbers;
  - (B) Emergency fire procedures including the layout of the property;
  - (C) Procedures and protocols for responding to medical emergencies, lost children, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies; and
  - (D) Facility patrol procedures.
- iii. All guards shall provide a written Emergency Report to the DPH Director of Security or designated representative within forty-eight (48) hours of the incident.

**d. As-Needed Duties.**

All Guards shall perform additional duties that DPH Director of Security and Contractor may agree upon from time to time.

**e. Right to Question Guards.**

The DPH Director of Security at any time they deem it necessary has the right to question the security guard on duty to ensure that they are knowledgeable of the building's services and duties.

**6. Supervisors**

Supervisor responsibilities include, but are not limited to, the following:

**a. General Duties All Supervisors shall:**

- i. Plan, assign, direct, and ensure proper execution of guard assigned duties;
- ii. Instruct security guards as to their daily duties. Such duties shall not be in conflict with those of the DPH Director of Security;
- iii. Supervise all guards during all shifts and ensure that they are patrolling areas as assigned. Contractor shall be able to inform City of the guards on shift and their location at any time. Contractor shall require and ensure that all guards adhere to rules provided in writing by Facility Management to the Contractor;
- iv. Prior to the change of every shift, ensure the readiness of guards to be posted, including staffing availability, proper uniform requirements, and proper equipment needed to carry out guard duties and responsibilities;
- v. Address complaints and resolve problems;
- vi. Conduct regular inspections to ensure guards' compliance with assigned duties, Contractor policies, and City policies; and
- vii. Sign Timecards at the end of each shift to certify the accuracy thereof.
- viii. Implement and oversee the security operation during their scheduled shift.
- ix. Direct and supervise all guard activity
- x. Review all security incident reports
- xi. Provides copies of security incident reports to the DPH Director of Security.
- xii. Interface with hospital administrators, managers, and supervisors as required
- xiii. Respond to all security related emergencies and coordinate communications with hospital administration, the ABA Security Account Manager, and DPH Director of Security
- xiv. Security Assist. Guard's assistance will be provided at the direction of a physician, affiliated professional, or nurse, to assess, moderate, or prevent the inappropriate behavior of a patient.
- xv. Assume an active role to ensure that assigned guards are professional, engaged in their duties, including not on cell phones other non-work-related reading material.
- xvi. Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- xvii. Maintain visibility to ensure compliance with regulations pertaining to employees, visitors, and premises.
- xviii. Provide break reliefs to all assigned security staff.

**b. Training and Orientation.**

All Supervisors shall train new guards and orient guards to new posts and assignments, including all security companies in succession.

c. **City Liaison.**

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

d. **Coordinate with Security Liaison Officer.**

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

e. **Records and Reports.**

All Supervisors shall:

- i. Maintain regular, accurate, and consistent attendance records; and
- ii. Review all reports for accuracy and completeness.

f. **As-Needed Meetings.**

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

7. **Other Staff**

a. **Account Manager.**

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

b. **Security Liaison Officer.**

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

c. **Hours.**

The Security Liaison Officer and their designee shall be on call 24 hours per day, seven days per week.

d. **As-Needed Meetings.**

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

e. **Administrative Support.**

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

f. **Central Communications Center.**

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

8. **Employee Records**

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

a. **Storage.**

- i. Contractor shall maintain timecards at the Premises until the end of each December.
- ii. At all times, Contractor shall store records and payroll records for employees' time for which the City is charged: (a) electronically and made available upon request; or (b) maintain records and payroll records for employees' time for which the City is charged within 100 miles of San Francisco.

b. **Audit.**

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

9. **Electronic Watchclock Guard Tour Reporting System**

**No later than 30 business days prior to the contract start date**, Contractor shall provide Facility Manager with a description of the electronic watchclock guard tour reporting system or equivalent tracking/checkpoint system Contractor will be using for this contract for review and approval. Failure to provide a description of the electronic watchclock guard tour reporting system or equivalent tracking/checkpoint system will result in the application of Performance Metrics Credits stated in the Contract, in Section IV. Performance Metrics, below. All guard tours shall utilize an electronic watchclock guard tour reporting system. The Contractor shall provide, install and maintain their electronic reporting system at the Contractor's sole cost and expense. Lost cards/wands/probes/memory buttons are the responsibility of the Contractor to replace. System components are the property of the Contractor and shall be installed at the start of the contract term and removed by the Contractor upon termination or expiration of the contract term. **The Electronic Watchclock Guard Tour Reporting System requirement is separate and distinct from the Daily and Incident Reports requirements detailed in Section 4.2.B.5.a. Reporting, above.**

a. **System Requirements.**

The electronic watchclock guard tour reporting system shall include two portable electronic collection devices and approximately 20 data transfer devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons. The location strips/buttons will be placed at locations to be designated by the Facility Manager. The Facility Manager reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3 months) in order to avoid a routine that will be noticed by perpetrators. The relocation of the devices will be designated by the Facility Manager. Bidder may propose alternative system that

does not include portable electronic collection devices, provided the system has the same functionality as otherwise required in this Scope of Services. City reserves the right to inspect the proposed watchclock system and the right to reject any systems.

**b. Description Requirements.**

Content to be included in the description includes, but is not limited to:

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

**c. Facility Manager Review.**

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

**4.3 Staff Requirements:**

**A. Guard Requirements.**

Contractor shall provide guards who are qualified, trained, tested, and uniformed as required in this Section for all shifts as directed by the DPH Director of Security or designated representative.

**1. Qualifications.**

**a. Qualifications List.**

The following qualifications shall apply to and be required of every guard:

- i. **Education.** All Guards shall possess a high school diploma or a General Equivalency Diploma ("GED") equivalent. Having some college education is preferred; and
- ii. **English Proficiency.** Have the ability to speak, read, and understand English at a proficiency level. Guards shall be able to communicate in English verbally and in writing. All Guards shall have the ability to speak, read, understand, and properly use documents written in English at a proficiency level. For example, duties will include the composition of various reports, both in writing and verbally; and
- iii. **Years' Experience** as evidenced by five years continuous Bureau of Security and Investigative Services (BSIS) licensure or equivalence, subject to approval by SFDPH Director of Security; and
- iv. **Skills.** All Guards must have resumes demonstrating their experience and capability to manage high-risk and demanding security assignments. Their expertise should include advanced verbal and physical intervention skills to address risk-related behavior, along with specialized knowledge in areas such as emergency response in healthcare settings.

**b. Unqualified Guards.**

Any guard who fails to meet any of the qualifications detailed in this Section shall be considered unfit and removed and replaced by the Contractor at no additional cost to the City.

**c. Proof of Qualifications.**

- i. **Pre-Employment Proof of Qualifications.** No later than 10 business days prior to the Contract start date, the Contractor shall furnish the DPH Director of Security, or designated representative with (1) a copy of the application for employment of all Guards or the resume of all Guards indicating guard's education level; and (2) a copy of a driver's license or other identification providing a date of birth to show Guards are 21 years old or older for all Guards.
- ii. Contractor must provide proof of Qualifications as required for all newly assigned Guards, 48 hours prior to their first shift, in accordance with Section 4.3.A.1.a Qualifications List, above. Additionally, Contractor shall provide evidence that each guard has been registered with the Bureau of Security and Investigative Services (BSIS) for five years, or possesses equivalent experience, subject to the approval of the SFDPH Director of Security, prior to assignment under this Contract.
- iii. **As-Needed Proof.** DPH Director of Security or designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. No later than 10 business days after a request is made for qualifications, Contractor shall provide as-needed proof of such qualifications.

d. **Records.**

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

2. **Training.**

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

a. **Training Requirements.**

- i. **Security Guard Training.** Before being assigned to the Facility, all security guards must complete all required trainings, including New Employee Orientation and Site-Specific Training.
  - (A) New Employee Orientation. At the time of issuing this solicitation, New Employee Orientation is 32 hours at Zuckerberg San Francisco General Hospital (ZSFGH) and 40 hours at Laguna Honda Hospital (LHH). The City may increase these required hours as needed. Any training, including New Employee Orientation, is not paid for by the City.
  - (B) Site-Specific Training. In addition to orientation, all new Security Guards must complete 8 hours of Site-Specific Training. This training familiarizes them with the Premises and their specific duties. During this period, the guard will shadow an experienced guard and cannot be the primary guard assigned to the Premises until the training is completed. **This training time is also not paid for by the City.** This training shall include at a minimum the following topics:
    - (1) Site specific operations protocols and building procedures
    - (2) Tenant base and services to the public
    - (3) Points of entry, locations of egress/ingress
    - (4) Securing the Premises, exterior and interior doors, garage gate; and
    - (5) Security system usage

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

b. **Guards Who Do Not Pass Required Training.**

All security guards must successfully pass required pre-employment and ongoing training, in accordance with Section 4.3.A.2.a. Training Requirements, above. Any security guard that does not meet the training requirements detailed in Section 4.3.A.2.a. Training Requirements, above, is unfit to provide services under the Contract. Should any guard be found unqualified for the position to which they are assigned, they will be removed and replaced immediately by the Contractor at no additional cost to the City.

c. **Proof of Training.**

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

i. **Proof of Pre-Employment Training.**

(A) Proof of Training for Guards assigned at the Contract start date.

(1) **No later than 10 business days prior to the Contract start date,** Contractor shall provide proof of pre-employment training as under Section 4.3.A.2.a. Training Requirements, above, for all guards. Proof of training shall include but not be limited to sign in sheets, invoices and receipts for courses taken, site specific training affidavits, and certificates received.

(2) **Guard Affidavit. No later than 10 business days prior to the Contract start date,** Contractor shall provide an affidavit of training signed by both the Contractor and guard, for each guard, certifying that the required training under Section 4.3.A.2.a. Training Requirements, above has been completed. Falsified affidavits are grounds for immediate removal and replacement of Contractor's employee and immediate termination of the Contract. Contractor shall verify the truth and accuracy of each affidavit. Failure to verify training affidavits is a material breach of the Contract.

ii. Proof of Training for Newly Assigned Guards.

(A) Contractor shall provide proof of training as required herein for all newly assigned Guards, 48 hours prior to their first shift in accordance with Section 4.3.A.2.a. Training Requirements, above.

(B) **Guard Affidavit. No later than 10 business days prior to the Contract start date,** Contractor shall provide an affidavit of training signed by both the Contractor and guard, for each new guard, certifying that the required training under Section 4.3.A.2.a. Training Requirements, above has been completed. Falsified affidavits are grounds for immediate removal and replacement of Contractor's employee and immediate termination of the Contract. Contractor shall verify the truth and accuracy of each affidavit. Failure to verify training affidavits is a material breach of the Contract.

iii. **As-Needed Refresher Training.** Contractor shall provide proof of as-needed refresher training as required under Section 4.3.A.2.a. Training Requirements, above, for all guards. Training shall be provided to newly assigned security Guards, prior to their assignment to work under the Contract. No later 10 business days after request of as-needed refresher training, Contractor shall provide proof of as-needed refresher training.

d. **Records.**

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

3. **Uniforms.**

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

a. **Requirements.**

i. **Uniform Requirements.** Contractor shall provide all Guards with a police/military style uniform, with proper alternations, in the following colors and pieces:

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

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

b. **Proposed Uniform Design.**

No later than 10 business days prior to the Contract start date, Contractor shall submit proposed guard uniform design.

c. **Cell Phone Number and Set Up.**

**No later than 5 days prior to the Contract start date,** Contractor shall submit the cell phone number and set up the cell phone in order to perform the requirements listed in Section 4.3.A.3.a.ii. Equipment Requirements, above.

4. **Unfit Guards.**

Any security guard that does not meet any of the qualifications detailed in this section is unfit to provide services under the Contract. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by the Contractor at no additional cost to the City. The City considers any condition which renders the guard incapable of or unfit for performing their duties unacceptable. These include, but are not limited to sleeping on duty, tardiness, abandoning post or assignment, theft, being under the influence of illegal drugs or alcohol, or having any detectible amount of illegal drugs in the bloodstream. The burden of proving that a security guard is qualified and in compliance with the Contract shall rest on the Contractor and the ultimate decision shall belong to the City.

#### **4.4 Regulatory And Compliance Requirements:**

##### **A. Additional Services.**

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

##### **B. Regulatory Requirements.**

1. **Bureau of Security & Investigative Services (“BSIS”) Business Registration.** Contractor shall keep license with BSIS in good standing throughout duration of Contract.
2. **Bureau of Security & Investigative Services (“BSIS”) Guard Registration.** Contractor shall ensure all guards providing services keep licenses in good standing throughout duration of Contract. Contractor shall immediately remove guard from premises upon notice of lapse in BSIS Registration and replace with another qualified guard whose BSIS License was acquired prior to January 1, 2022. Contractor shall not re-instate any guard removed for lapse in BSIS Registration until guard’s BSIS Guard Registration is in good standing.

##### **C. Other Requirements.**

###### **1. Hours of Operation.**

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

###### **2. Infectious Disease Terms.**

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

###### **i. Infection Control, Health and Safety.**

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

shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

- (C) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- (D) Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.
- (E) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- (F) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (G) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (H) Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
- (I) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

ii. **Aerosol Transmissible Disease Program, Health and Safety.**

- (A) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
- (B) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (C) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (D) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.
- (E) If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do

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

#### **D. Criminal Background Check Program.**

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

##### **1. Check Program Requirements.**

- a. The Contractor shall utilize a third-party administrator to conduct Criminal Background Checks.
- b. The Check Program must identify possession of a prohibited conviction or status.
- c. The Check Program must identify Directly-Related Convictions, as defined by the San Francisco Administrative Code Chapter 12T, including:
  - (1) Felony or serious misdemeanor convictions(s) during the last five years.
  - (2) A serious misdemeanor conviction, including crimes involving moral turpitude.
  - (3) Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.

##### **2. Guards Who Fail Criminal Background Checks.**

Subject to San Francisco Administrative Code Chapter 12T, the following will be considered Directly-Related Convictions and shall disqualify any guard:

- a. Felony or serious misdemeanor convictions(s) during the last five years.
- b. A serious misdemeanor conviction, including crimes involving moral turpitude.
- c. Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.

##### **3. Check Program Description.**

No later than 10 business days prior to the contract start date, Contractor shall provide a description of its Criminal Background Check Program, that complies with the requirements detailed in Section 4.4.D.1. Check Program Requirements, above. The Check Program description will include the following, at a minimum:

- a. A policy explaining the various testing requirements, including procedures and consequences for those employees who have a prohibited conviction or status;
- b. the name of the third-party administrator that Contractor uses to perform these checks;
- c. The policy must be distributed to all of the Contractor's employees who provide guard Services; and
- d. Training of all employees subject to the Criminal Records check Policy.

##### **4. Proof of Criminal Background Checks.**

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

- a. **Pre-Employment Checks.** Subject to San Francisco Administrative Code Chapter 12T, Contractor shall conduct pre-employment Criminal Records checks for all guards.
  - (1) No later than 10 business days prior to the contract start date, Contractor shall provide proof and results of Criminal Background Checks for all Guards assigned to work under this Contract, in accordance with Section 4.4.D.1. Check Program Requirements, above.

(2) Contractor must provide proof of Criminal Background Checks as required under this Contract, in accordance with Section 4.4.D.1. Check Program Requirements, above, for all newly assigned guards, 48 hours prior to their first shift, in accordance with Section 4.4.D.1. Check Program Requirements, above.

- b. **Annual Checks.** Contractor shall conduct Criminal Records checks for all guards, on every anniversary date of the Contract execution. Contractor shall provide proof of annual Criminal Background Checks as required herein for all assigned guards, in accordance with Section 4.4.D.1. Check Program Requirements, above.
- c. **Records.** Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including, but not limited to background checks. The City reserves the right to inspect the Criminal Background Check results. Contractor shall provide reports to the Facility Manager if requested.

**E. Drug and Alcohol Testing Program.**

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

**1. Testing Program Requirements.**

- a. Contractor shall utilize an independent and certified third-party entity approved in writing by the Facility Manager to conduct all Drug and Alcohol testing.
- b. The Contractor shall refer employees who test positive to a Substance Abuse Professional;
- c. The Contractor shall test, at a minimum:
  - (1) Alcohol use, by means of a breathalyzer test; and
  - (2) Drug use (5 types: cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen.

**2. Guards Who Fail Drug and Alcohol Testing.** All guards must successfully pass a pre-employment Drug and Alcohol Testing prior to their assignment to this Contract, in accordance with Section 4.4.E. Drug and Alcohol Testing Program Requirements, above. Contractor shall immediately remove and replace any guard who receives a positive drug or alcohol test result at no additional cost to the City.

**3. Drug and Alcohol Testing Program Description.** No later than 10 business days prior to the contract start date, Contractor shall provide a description of its Drug and Alcohol Testing Program that complies with the requirements detailed in Section 4.4.E. Drug and Alcohol Testing Program Requirements, above. The Drug and Alcohol Testing Program description should include the following:

- a. A policy explaining Contractor's Drug and Alcohol Testing Program, the various testing requirements, including procedures and consequences for those employees who test positive;
- b. The name of the third-party administrator that Contractor uses to perform these tests;
- c. The policy must be distributed to all of the Contractor's employees who provide guard Services; and
- d. Training of all employees subject to the Drug and Alcohol Testing Policy. Supervisors who may make reasonable suspicion determinations need additional training on the indicators of probable drug use and alcohol misuse.

4. **Proof of Drug and Alcohol Testing.** Contractor shall provide the Facility Manager with proof of Drug and Alcohol Testing. All tests and re-tests shall be done at no additional charge to the City for the duration of this Contract and any extensions issued thereafter.
5. **Pre-Employment Drug and Alcohol Testing Proof.**
  - a. No later than 10 business days prior to the contract start date, Contractor shall conduct pre-employment drug and alcohol tests for all Guards and provide proof and results of Drug and Alcohol Testing for all guards, in accordance with Section 4.4.E. Drug and Alcohol Program Testing Requirements, above.
  - b. Contractor must provide proof of Drug and Alcohol Testing for all newly assigned guards, 48 hours prior to their first shift, in accordance with Section 4.4.E. Drug and Alcohol Program Testing Requirements, above.
6. **Reasonable Suspicion Drug and Alcohol Testing.** Contractor shall conduct as-needed drug and alcohol tests, in accordance with Section 4.4.E. Drug and Alcohol Program Testing Requirements, above, for guards, whenever there is reasonable suspicion of drug or alcohol use by a guard and provide proof of Reasonable Suspicion Drug and Alcohol Testing no later than 5 business days after reasonable suspicion arises.
7. **Records.** Contractor must keep and provide the City with access to accurate and updated Records pertaining to personnel, including, but not limited to Drug and Alcohol Testing, and produce any documentation necessary to establish its compliance with Section 33000A.5. The City reserves the right to inspect Drug and Alcohol Testing results. Contractor shall provide reports to the Facility Manager if requested.

**F. Vaccinations.**

1. **Laguna Honda Hospital. Security guards are required to be tested for COVID upon the first day, and weekly thereafter. Testing is done at the Laguna Honda Hospital. Security guards are required to show proof of vaccination before reporting for duty.**

**4.5 Compensation:**

**A. Price.**

Work will be compensated on an hourly basis for actual hours worked at the rates allowed by the contract. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor may request monthly payments based on the hours of work completed for the previous month as long as hours worked support the amount requested. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City.

**B. Price Adjustment.**

For the initial first year of the Agreement term, the pricing shall remain fixed. For the subsequent and optional eight one-year extensions, requests for price adjustments under this Agreement must be supported by the U.S. Department of Labor's most recently published, non-preliminary Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward, California region for the prior 12-month period effective on the anniversary date of the Contract Start Date. Optional years two through nine, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

## SECTION 5 – PROPOSAL FORMAT AND ORGANIZATION

### 5.1 Proposal Requirements:

- A. Proposers should describe the methodology to be used to accomplish the project objectives. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the described requirements.
- B. Please note: this RFP cannot identify each specific, individual task required to implement this project successfully and completely. The City and County of San Francisco relies on the professionalism and competence of the selected proposer to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc.
- C. Proposal Format: Proposers are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 below. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾” margins, and may be no more than a total of 35 electronic pages, including cover letters, organization charts, staff resumes, and appendices.**
- D. **NOTE:** Front and Back Covers, Dividers, Attachment’s “A”, “B”, “C” “D” and “E” and Addenda acknowledgments, and the Cost/Rates Proposal (*\*in a separate electronic file*) do **NOT** count toward the limit (everything else **does**).

### 5.2 Proposal Content:

- A. Proposers must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.
- B. Each Proposal Package must include two separate electronic files as follows:

1. **Electronic File #1, clearly marked “Technical Proposal”, shall include the following items:**

**Technical Proposal:** The Technical Proposal (Electronic File #1) shall be clearly marked as per the instructions above and shall include the Sections A, B, C, D and E below:

**Section A:** Firm (including any subcontractors) Qualifications and Experience including References

A.1 Company Overview. Please provide a description of the services that your company has provided in other cities, how long you have been in operation, and any unique features of the services you offer. Please also include how you meet the minimum requirements that will be scored on a pass-fail basis.

A.2 Indicate the name of any sub-contractor firms or contractors that will be utilized to make up your team. Describe each sub-contractor’s qualifications, background, and specific expertise that they bring to the services.

A.3 References. Include a minimum of three references on the form provided of recent customers for who your firm has provided similar services as contemplated herein and include it with the forms section of your proposal. In addition to the form, in this section of your proposal please provide any additional information that would explain in more detail the work undertaken with the references provided and any other material information you would like the City to know about your work for that reference that is relevant to the work described in this RFP.

**Section B:** Staff, Teams (including any subcontractors) qualifications and experience

B.1 Staffing. The proposers shall provide a description of how they plan to staff the contract, including any local hires that they would need to make or local partnerships that they would need to establish to ensure successful fulfillment of the contract requirements and tasks.

- B.2. List the name and qualifications of the key staff/team members that will be assigned to the contract. Provide detailed qualifications of the Manager that will be assigned to the Project.
- B.3. Security Guard Registration. Provide a staffing plan for each facility to be staffed. Contractor shall provide list detailing the number of security guards assigned to each location, ensuring full coverage as specified in the Section 4.2.A.1.a, Security Guard Shifts, above. The Contractor must also certify that all assigned guards are available to start on the contract's effective date. Failure to comply may result in disqualification or contract termination.

**Section C:** Demonstrated understanding of the overall project and requested scope of work

- C.1. Proposed Approach for Implementing the Scope of Work. Please describe how you would approach the Scope of Work for the City. This would include how you would address or enhance the tasks in the Scope of Work and how you would partner with the City to implement the service.
- C.2. Anything else the City should consider as part of this process. Proposers should provide any insights or advice they feel may assist the City in implementing the Scope of Work.
- C.3. Identify any "key" or "critical" issues that you believe may be encountered based on the firm's prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful delivery of the service.
- C.4. **Electronic Watchclock Guard Tour Reporting System (or equivalent).** Provide the:
1. Brand name and model number to be used including number of electronic data collection devices and data location strips/buttons, or equivalent system that allows tracking location of guards assigned to this Contract.
  2. A listing of all equipment to be used
  3. A description of the tracking system, including, but not limited to what the system tracks, how the system tracks information, and frequency of tracking; and
  4. A timeline of when any equipment would be installed

**Requirements:** The electronic watchclock guard tour reporting system shall include two portable electronic collection devices and approximately 20 data transfer devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons. The location strips/buttons will be placed at locations to be designated by the DPH Director of Security. The DPH Director of Security reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3 months) in order to avoid a routine that will be noticed by perpetrators. The relocation of the devices will be designated by the DPH Director of Security. **Proposer may propose alternative system that does not include portable electronic collection devices, provided the system has the same functionality as otherwise required in this Scope of Services.** City reserves the right to inspect the proposed watchclock system and the right to reject any systems.

**Section D:** Please include the following completed forms with your technical proposal

- a. Contact Information Cover Sheet (see Attachment A)
  - b. Completed Affidavit of Non-Collusion (see Attachment B)
  - c. Complete the Reference form (Attachment C)
  - d. 12L Compliance for Non-Profits Only (Attachment D)
  - e. CMD LBE Forms (Attachment H)
2. **Electronic File #2, clearly marked "Cost Proposal", shall include the following:**

**Section E: Cost Proposal:**

- A. Proposers must use the cost proposal form provided as Attachment “E” in this RFP. The cost proposal file shall be named “SOURCING EVENT ID: SFGOV- 0000010377 Request For Proposals 13-2025 Contractor Name Cost Proposal”.
- B. The Cost Proposal shall be based on an hourly basis that is inclusive of all costs to perform the scope of work. Failure to use the Cost Proposal form provided by the City will be cause for rejection of a proposal. Do NOT include Sections A-D in the Cost Proposal, Electronic File #2, Cost proposals will be evaluated by utilizing the ratio of the lowest cost provider times the number of points available for this category.

**5.3 Submission of Proposal:**

- A. Prior to the Proposal submission deadline as outlined in this RFP, Contractors must upload their complete Proposals into the City’s Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>.
- B. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Failure to adhere to the above requirements may result in the complete rejection of your Proposal.

## SECTION 6 – PROPOSAL EVALUATION

### 6.1 Evaluation of Proposals:

- A. This solicitation has been developed in the RFP best value format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. Price alone will not be the sole determining criteria.
- B. An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Proposers are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria:

Selection Criteria	Points
Minimum Requirements	Pass/Fail
Firm's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP, including References	20
Staff / Team's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP	25
Demonstrated Understanding of the overall project and requested Scope of Work	35
Cost Proposal	20
<b>Total Points**</b>	<b>100</b>

- C. **\*\*Interviews** – The City reserves the right to interview top ranking proposers. If interviews are required, the proposers invited to interview will be notified in advance and provided a format and time for the interviews. An additional 25 points will be used to score the interview based on the same criteria listed in the RFP. The 25 points will be prorated in the same proportion as the proposal scoring listed in the table above.
- D. **Best and Final Offers** – The City reserves the right to ask for Best and Final Offers where costs are over budget.
- E. **Tie Breaker** – The following criteria shall be applied to resolve tie scores:
  - 1. A San Francisco Proposer receives consideration over an out-of-town Proposer.
  - 2. A California Proposer receives consideration over an out-of-state Proposer.
  - 3. As a last resort, the Procurement Officer may randomly select a name, with a second City representative present to witness the process. Proper documentation of the selection and award must be kept on file.

### 6.2 Selection Process and Award of Contract:

Selection will be made by totaling the points for the proposals and using a set ratio formula to evaluate the price category, plus the interview score (if required). The proposer with the highest number of points will be recommended for award of the contract. The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Director of Health, Health Commission or Board of Supervisors depending on value. The selected proposer will be required to comply with all insurance and license requirements of the City.

## SECTION 7 – RFP FORMS

### 7.1 RFP Attachments:

- A. **ATTACHMENT “A” – Contact Information Cover Sheet. \*Must be completed and included with Work/Technical Proposal electronic file #1.**
- B. **ATTACHMENT “B” – Non-Collusion Affidavit Form. \*Must be completed and included with Work/Technical Proposal electronic file #1.**
- C. **ATTACHMENT “C” – Reference Form. \*Must be completed and included with Work/Technical Proposal electronic file #1.**
- D. **ATTACHMENT “D” – 12L Compliance for Non-Profits Only. \*Must be completed and included with Work/Technical Proposal electronic file #1.**

Non-Profit Entities: If a Contractor is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Contractor must comply with Chapter 12L and include in its Proposal:

- (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Contractor’s meetings and records, and
- (2) a summary and disposition of all complaints concerning the Contractor’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Contractor shall include a statement to that effect.

*Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Contractor’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Contract reached on the basis of the Proposal.*

- E. **ATTACHMENT “E” – Cost Proposal Form. \*Must be completed and included in a separate electronic file #2 – do not include this with your Work/Technical Proposal, electronic file #1.**
- F. **ATTACHMENT “F” – City’s Contract Terms. The successful Proposer will be required to enter into a contract substantially in the form presented in Attachment F - City’s Contract Terms. If Proposer is unable to accept City’s Contract Terms substantially in the form presented, Proposers shall submit any suggested revisions to the City’s Contract Terms prior to the deadline for submitting questions. The proposed revisions must clearly:**

- (1) Identify the sections to which the Proposer objects;
- (2) Provide alternative language for each such section; and
- (3) Explain the rationale for each proposed change.

The City will review the proposed revisions and respond by indicating whether each change is accepted or denied. An updated version of the City’s Contract Terms, incorporating any accepted revisions, will be issued as part of the Question-and-Answer Addendum.

- G. **ATTACHMENT “G” – Business Associate Agreement (BAA-CCSF 1-10-2024)**
- H. **ATTACHMENT “H” – CMD LBE Forms**

ATTACHMENT "A"  
CONTRACT INFORMATION COVER SHEET  
REQUESTS FOR PROPOSALS SFGOV-0000010377  
UNARMED SECURITY SERVICES

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)\***

NAME OF COMPANY(PROPOSER): \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**A. I hereby certify that I have the authority** to submit this Proposal to the City and County of San Francisco for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
SIGNATURE AND DATE

**B. The following information relates to the legal contractor listed above**, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

- An individual;
- A partnership, Partners' names: \_\_\_\_\_
- A company;
- A corporation, if a corporation, organized in the state of: \_\_\_\_\_

**C. Representation re Good standing, Licenses, Etc.**

A representation that the Proposer is in good standing in the State of California and has all necessary licenses, permits, approvals and authorizations necessary in order to perform the Work and conduct the Candidate's business. ***Please check the item below if you agree with this statement.***

I hereby represent and certify that the above statement is true and correct.

**RFP SFGOV- 000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

**D. Representation regarding City Contracting Requirements.**

A representation that the Proposer is able and willing to comply with all the contracting requirements described in this RFP. ***Please check the items below if you agree with the statements.***

- I hereby represent and certify that the Proposer will comply with all contracting requirements, including the City's Contract Terms, as described in this RFP. The City reserves the right to terminate negotiations with any candidate that does not execute the City's Contract Terms.
- I hereby represent and certify that the Proposer will comply with all requirements of the Business Associate Agreement (BAA) and any attestations and/or attachments as presented in Attachment G of this RFP. The City reserves the right to terminate negotiations with any candidate that does not execute or agree to the Business Associate Agreement.

**E. ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.

**RFP SFGOV- 0000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

**ATTACHMENT "B"**  
**NON-COLLUSION AFFIDAVIT**  
**REQUESTS FOR PROPOSALS SFGOV-0000010377**  
**UNARMED SECURITY SERVICES**

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)\***

The undersigned, deposes and says that he or she is

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**RFP SFGOV- 0000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

**ATTACHMENT "C"**  
**REFERENCES**  
**REQUESTS FOR PROPOSALS SFGOV-0000010377**  
**UNARMED SECURITY SERVICES**

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)\***

<b>Reference 1</b>	
Organization Name:	Contact and Title:
Address:	Phone Number:
Effective Date of Contract:	Value of Contract:
Description of products/services provided:	

<b>Reference 2</b>	
Organization Name:	Contact and Title:
Address:	Phone Number:
Effective Date of Contract:	Value of Contract:
Description of products/services provided:	

<b>Reference 3</b>	
Organization Name:	Contact and Title:
Address:	Phone Number:
Effective Date of Contract:	Value of Contract:
Description of products/services provided:	

**RFP SFGOV- 0000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

**ATTACHMENT "D"**  
**12L COMPLIANCE (APPLICABLE TO NON-PROFITS ONLY)**  
**REQUESTS FOR PROPOSALS SFGOV-0000010377**  
**UNARMED SECURITY SERVICES**

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)\***

**Non-Profit Entities:** If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must describe how Proposer will comply with Chapter 12L.

Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

- This form is not applicable to my organization. My organization is a non-profit that does not receive a cumulative total per year of at least \$250,000 in City funds or City-administered funds.
- This form is not applicable to my organization. My organization is not a non-profit.

**Item #1:** A statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records.

**Item #2:** A summary and disposition of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.

If you need more space for your explanation, please attach a separate document.

**ATTACHMENT "E"**  
**COST PROPOSAL FORM**  
**REQUEST FOR PROPOSAL SFGOV- 0000010377**  
**UNARMED SECURITY GUARD SERVICES FOR SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

**A. Labor Categories & Hourly Rates**

<b>Labor Category</b>	<b>Regular Hourly Rate (\$)</b>	<b>Overtime Hourly Rate (\$)</b>	<b>Holiday Hourly Rate (\$)</b>
Unarmed Security Guard		\$0.00	
Security Supervisor		\$0.00	

**B. Estimated Annual and Contract Term Cost**

<b>Premise</b>	<b>Estimated Unarmed Security Guard Annual Cost</b>	<b>Estimated Security Supervisor Annual Cost</b>	<b>Estimated All Staff Annual Cost</b>
Zuckerberg San Francisco General Hospital	\$ -	\$ -	\$ -
Laguna Honda Hospital (LHH)	\$ -	\$ -	\$ -
Community Clinic Sites	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

ZSFG	Position	Shift Hours	Post Hours per Day						Totals					
			Sun	Mon	Tues	Wed	Thu	Fri	Sat	Weekly Hours	Weekly OT Hours	Monthly Hours	Monthly OT Hours	FTE
	Building 5 Greeter	0600-1400		8	8	8	8	8	8	40	0			1
	Building 5 Greeter	0600-1400		8	8	8	8	8	40	0			1	
	Building 5 Screener	0600-1400		8	8	8	8	8	40	0			1	
	Building 5 Screener	0600-1400		8	8	8	8	8	40	0			1	
	Building 5 Greeter	1400-2200		8	8	8	8	8	40	0			1	
	Building 5 Screener	1400-2200		8	8	8	8	8	40	0			1	
	Building 5 Screener	1400-2200		8	8	8	8	8	40	0			1	
	Building 5 Greeter	0730-1730	10						16	4			0.5	
	Building 5 Screener	0730-1730	10						16	4			0.5	
	<b>Total</b>		<b>20</b>	<b>56</b>	<b>56</b>	<b>56</b>	<b>56</b>	<b>56</b>	<b>20</b>	<b>312</b>	<b>8</b>	<b>1248</b>	<b>32</b>	<b>8</b>
		0800-1600	8	8	8	8	8	8	8	56	0			1.4
		1600-2400	8	8	8	8	8	8	8	56	0			1.4
	Relief Guard/Shift Supervisor	0001-0800	8	8	8	8	8	8	8	56	0			1.4
	<b>Total</b>		<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>
	Hospital Lobby - Building 25	0600-1400	8	8	8	8	8	8	8	56	0			1.4
	Hospital Lobby - Building 25	0600-1400	8	8	8	8	8	8	8	56	0			1.4
	Hospital Lobby - Building 25	1400-2200	8	8	8	8	8	8	8	56	0			1.4
	Hospital Lobby - Building 25	1400-2200	8	8	8	8	8	8	8	56	0			1.4
	Hospital Lobby - Building 25	2200-0600	8	8	8	8	8	8	8	56	0			1.4
	<b>Total</b>		<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>280</b>	<b>0</b>	<b>1120</b>	<b>0</b>	<b>7</b>
	Bridge Security Guard	0530-1400	8	8	8	8	8	8	8	56	0			1.4
		1330-2200	8	8	8	8	8	8	8	56	0			1.4
	<b>Total</b>		<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>112</b>	<b>0</b>	<b>448</b>	<b>0</b>	<b>2.8</b>
	Building 9 - Security Guard	0600-1400		8	8	8	8	8		40	0			1
	Building 9 and 80/90 - Relief Guard	0800-1600		8	8	8	8	8		40	0			1
	<b>Total</b>		<b>0</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>320</b>	<b>0</b>	<b>2</b>
	Building 80/90	0800-1700		9	9	9	9	9		40	5			1.125
		0800-1700		9	9	9	9	9		40	5			1.125
	<b>Total</b>		<b>0</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>0</b>	<b>80</b>	<b>10</b>	<b>320</b>	<b>40</b>	<b>2.25</b>
	Building 5 Rover	0800-1600	8	8	8	8	8	8	8	56	0			1.4
	<b>Total</b>		<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>56</b>	<b>0</b>	<b>224</b>	<b>0</b>	<b>1.4</b>

	Total Weekly Regular Hours	Total Weekly OT Hours	Total Monthly Regular Hours	Total Monthly OT Hours	Total FTE	Total Weekly Regular Cost	Total Weekly OT Cost	Total Monthly Regular Cost	Total Monthly OT Cost	Total Weekly Regular + OT Cost	Total Monthly Regular + OT Cost	Total Annual Cost
<b>Total</b>	<b>1088</b>	<b>18</b>	<b>4352</b>	<b>72</b>	<b>27.7</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ZSFGH Security Guard Annual Regular Time Cost</b>	<b>920</b>	<b>18</b>	<b>3680</b>	<b>72</b>	<b>23.5</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ZSFGH Security Supervisor Annual Regular Time Cost</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

LHH Fixed/Roving Post	Position	Shift Hours	Post Hours per Day							Totals				FTE
			Sun	Mon	Tues	Wed	Thu	Fri	Sat	Weekly Hours	Weekly OT Hours	Monthly Hours	Monthly OT Hours	
Pavilion Mezzanine SNF to replace SFSO Pavilion Lobby Cadets	0600-1400	8	8	8	8	8	8	8	8	56	0			1.4
	1400-2200	8	8	8	8	8	8	8	8	56	0			1.4
	2200-0600	8	8	8	8	8	8	8	8	56	0			1.4
<b>Total</b>			<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>
Horse Shoe to replace SFSO Cadet Relief/3rd Floor	0600-1400	8	8	8	8	8	8	8	8	56	0			1.4
	1400-2200	8	8	8	8	8	8	8	8	56	0			1.4
	2200-0600	8	8	8	8	8	8	8	8	56	0			1.4
<b>Total</b>			<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>
Relief Guard/Shift Supervisor	0800-1600	8	8	8	8	8	8	8	8	56	0			1.4
	1600-2400	8	8	8	8	8	8	8	8	56	0			1.4
	0001-0800	8	8	8	8	8	8	8	8	56	0			1.4
<b>Total</b>			<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>
Serenity Park	0600-1400	8	8	8	8	8	8	8	8	56	0			1.4
	1400-2200	8	8	8	8	8	8	8	8	56	0			1.4
	2200-0600	8	8	8	8	8	8	8	8	56	0			1.4
<b>Total</b>			<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>
Campus Trails, Parking Lots and Administrative Building Patrols	0600-1400	8	8	8	8	8	8	8	8	56	0			1.4
	1400-2200	8	8	8	8	8	8	8	8	56	0			1.4
	2200-0600	8	8	8	8	8	8	8	8	56	0			1.4
<b>Total</b>			<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>

	Total Weekly Regular Hours	Total Weekly OT Hours	Total Monthly Regular Hours	Total Monthly OT Hours	Total FTE	Total Weekly Regular Cost	Total Weekly OT Cost	Total Monthly Regular Cost	Total Monthly OT Cost	Total Weekly Regular + OT Cost	Total Monthly Regular + OT Cost	Total Annual Cost
<b>Total</b>	<b>840</b>	<b>0</b>	<b>3360</b>	<b>0</b>	<b>21.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>LHH Security Guard Annual Regular Time Cost</b>	<b>672</b>	<b>0</b>	<b>2688</b>	<b>0</b>	<b>16.8</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>LHH Security Supervisor Annual Regular Time Cost</b>	<b>168</b>	<b>0</b>	<b>672</b>	<b>0</b>	<b>4.2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Community Clinic Sites	Position	Shift Hours	Post Hours per Day						Totals				FTE		
			Sun	Mon	Tues	Wed	Thu	Fri	Sat	Weekly Hours	Weekly OT Hours	Monthly Hours		Monthly OT Hours	
Castro Mission Health Center		0800-1700		8	8	8	8	8	8		40	0			1
Maxine Hall Health Center		0800-1700		8	8	8	8	8	8		40	0			1
Southeast Family Health Center		0800-1700		8	8	8	8	8	8		40	0			1
Silver Avenue Health Center		0800-1700		9	10	10	10	10	9		40	8			1.2
1380 Howard Psychiatric Services		0800-2000		12	12	12	12	12		40	20			1.5	
		0800-1700	8						8	16	0			0.4	
Mission Mental Health		0800-1700		8	8	8	8	8	8		40	0			1
South of Market Mental Health		0800-1700		8	8	8	8	8	8		40	0			1
Chinatown North Beach Mental Health		0800-1700		8	8	8	8	8	8		40	0			1
Maria X Martinez Health Center		0800-1700		8	8	8	8	8	8		40	0			1
		0800-1700							8	8	0			0.2	
822 Geary/629 Hyde		0001-0800	8	8	8	8	8	8	8	8	56	0			1.4
		0800-1600	8	8	8	8	8	8	8	8	56	0			1.4
		1600-2400	8	8	8	8	8	8	8	8	56	0			1.4
Additional Services As-Needed			9	9	9	9	9	9	9	9	56	7			1.575
<b>Total</b>			<b>41</b>	<b>110</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>110</b>	<b>49</b>	<b>608</b>	<b>35</b>	<b>2432</b>	<b>140</b>	<b>16.075</b>	

	Total Weekly Regular Hours	Total Weekly OT Hours	Total Monthly Regular Hours	Total Monthly OT Hours	Total FTE	Total Weekly Regular Cost	Total Weekly OT Cost	Total Monthly Regular Cost	Total Monthly OT Cost	Total Weekly Regular + OT Cost	Total Monthly Regular + OT Cost	Total Annual Cost
Community Clinic Sites Security Guard Annual Regular Time Cost	608	35	2432	140	16.075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



San Francisco Department of Public Health  
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

**RECITALS**

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

**1. Definitions.**

**a. Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.



San Francisco Department of Public Health  
Business Associate Agreement

**b. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

**c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

**d. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

**e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**f. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**g. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

**h. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

**i. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**j. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or



San Francisco Department of Public Health  
Business Associate Agreement

with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

**l. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

**n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**o. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. Obligations of Business Associate.

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**b. User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.



San Francisco Department of Public Health  
Business Associate Agreement

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this



San Francisco Department of Public Health  
Business Associate Agreement

BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

**i. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.



San Francisco Department of Public Health  
Business Associate Agreement

**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]



San Francisco Department of Public Health  
Business Associate Agreement

**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.**

Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**3. Termination.**

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

**d. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).



San Francisco Department of Public Health  
Business Associate Agreement

**e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

**4. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**5. Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

Office of Compliance and Privacy Affairs  
San Francisco Department of Public Health  
101 Grove Street, Room 330, San Francisco, CA 94102  
Email: [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org)  
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

## PRIVACY ATTESTATION

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

### I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						<input type="checkbox"/>	<input type="checkbox"/>
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						<input type="checkbox"/>	<input type="checkbox"/>
	If yes:	Name & Title:		Phone #		Email:	<input type="checkbox"/>	<input type="checkbox"/>
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						<input type="checkbox"/>	<input type="checkbox"/>
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						<input type="checkbox"/>	<input type="checkbox"/>
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						<input type="checkbox"/>	<input type="checkbox"/>
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFDPH Information Security staff?</b>						<input type="checkbox"/>	<input type="checkbox"/>

### II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...							Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?						<input type="checkbox"/>	<input type="checkbox"/>
H	Have evidence in each patient's / client's chart or electronic file that a <a href="#">Privacy Notice</a> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)						<input type="checkbox"/>	<input type="checkbox"/>
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?						<input type="checkbox"/>	<input type="checkbox"/>
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?						<input type="checkbox"/>	<input type="checkbox"/>
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?						<input type="checkbox"/>	<input type="checkbox"/>

**III. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

**IV. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
-------------------------------	--------------	--	-----------	--	------	--

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

**DATA SECURITY ATTESTATION**

**INSTRUCTIONS:** Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. All Contractors.**

DOES YOUR ORGANIZATION...						Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]						
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?						
	Date of last Data Security Risk Assessment/Audit:						
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:						
C	Have a formal Data Security Awareness Program?						
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?						
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?						
	If yes:	Name & Title:	Phone #	Email:			
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH data security training materials are available for use; contact OCPA at 1-855-729-6040.]						
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?						
I	Have (or will have if/when applicable) a diagram of how SFPDH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?						

**II. ATTEST:** Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

**III. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
-------------------------------	--------------	--	-----------	--	------	--

**Attachment 3 to ATTACHMENT G**

**Protected Information Destruction Order**

**Purge Certification - Contract ID # \_\_\_\_\_**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated \_\_\_\_\_ (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

**Hard-Copy Data:** Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**So Certified**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

# Attachment "H"

## CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



### CMD ATTACHMENT 3

#### *Requirements for General Services Contracts*

For Contracts equal or greater than 50% of the Threshold Amount  
and that are Advertised on or after July 1, 2024

---

#### PART I. GENERAL

##### 1.01 SAN FRANCISCO LABOR AND EMPLOYMENT CODE ARTICLE 131 (FORMERLY KNOWN AS ADMINISTRATIVE CODE CHAPTER 12B) AND ADMINISTRATIVE CODE CHAPTER 14B

- A. To be eligible for this contract award, Proposers/Bidders must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Labor and Employment Code Article 131 ("Article 131"), and San Francisco Administrative Code Chapter 14B ("Chapter 14B") and its implementing Rules and Regulations. Article 131 and Chapter 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Article 131 and Chapter 14B and its implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any Proposer/Bidder or Consultant/Contractor to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Article 131 and Chapter 14B and its implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for a rating discount, referred to in this Attachment 3 as a "rating bonus/bid discount," for CMD certified firms, subject to certain limitations and exceptions. The Certification Application is available on the CMD website at <http://www.sfgov.org/cmd>.

**IMPORTANT NOTICE: In this CMD Attachment 3, the term "LBE" refers to only San Francisco ("SF") CMD Certified LBEs and NPEs and, therefore, does not include PUC-LBEs.**

*For assistance with this CMD Attachment  
and/or assistance with the Equal Benefits Program,  
please contact the CMD Main Office at (415) 554-0630*



## 1.02 SUBMISSION OF CMD FORMS—PRE-AWARD

- A. **Unless otherwise authorized** by CMD, the Proposer/Bidder must submit the following CMD forms with the Proposal. Failure to complete or submit any of the CMD forms may cause the Proposal to be deemed non-responsive and ineligible for contract award. Proposers/Bidders are responsible for reviewing the specific instructions and requirements on each CMD form.
1. **Form 2A: CMD Contract Participation Form:** Identify LBE subconsultants/subcontractors, vendors, and lower tier subconsultants/subcontractors that the Proposal relies on to meet LBE sub participation requirement(s). If seeking an LBE rating bonus/bid discount as an LBE Proposer/Bidder, check the appropriate box under bid discount/rating bonus. Please see Part III for further information. Proposer/Bidder entering “To Be Determined” (“TBD”) instead of a specific dollar amount/percentage may lead to a non-responsive Proposal. LBE Proposers/Bidder and LBE subs must be certified as LBEs on the proposal due date to qualify for the bid discount/rating bonus or to qualify to meet the LBE sub participation requirement(s). The RFP/RFQ will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). Any Proposer/Bidder or sub who is in the process of appealing the Director’s denial of certification or revocation of certification shall not be considered an LBE.
  2. **Form 2B: CMD “Good Faith Efforts” Requirements Form:** This form must be submitted for every solicitation that requires LBE sub participation. Proposer/Bidder shall meet the specified LBE sub participation requirement(s) and shall complete and submit Form 2B in accordance with Form 2B instructions. Failure to meet the LBE sub participation requirement(s) AND demonstrate/document adequate good faith efforts shall cause the Proposal to be determined non-responsive and rejected. Please see Part IV for further information. Proposers/Bidders are required to sign this form under penalty of perjury.
  3. **Form 3: CMD Compliance Affidavit:** Must be signed by the Proposer/Bidder under penalty of perjury.
  4. **Form 5: CMD Employment Form:** List the key personnel and responsibilities of the Proposer/Bidder and subconsultants/subcontractors.

## 1.03 CMD LBE CONTRACT PERFORMANCE FORMS—POST AWARD

### A. LBE Utilization Tracking

1. **FORM 7: CMD Progress Payment Form:** The Proposer/Bidder awarded the Contract shall submit online using the Contract Awarding Authority’s City approved system with each payment request. Failure to upload this information with each payment request may delay progress payment processing. For any Other Direct Costs (“ODC”) or direct reimbursable expenses/items, CMD will review and determine whether it is eligible for LBE sub participation credit.
  2. **FORM 9: CMD Payment Affidavit:** Following receipt of each progress payment from the Contract Awarding Authority, a Form 9 (or the information on Form 9) must be submitted online using the Contract Awarding Authority’s City approved system with the next progress payment request. Subconsultants/subcontractors are then required to acknowledge payment from Consultant/ Contractor online using the Contract Awarding Authority’s City approved system. Failure to submit required information may lead to partial withholding of progress payment, even if there are no subconsultant/subcontractor payments for the reporting period.
- B. **FORM 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be completed for each LBE subconsultant/subcontractor and supplier (including lower-tier subs & suppliers).**



- C. **FORM 10: CMD Contract Modification Form:** This form shall be completed by the Prime Consultant/Contractor when any (all) amendments, modifications, or supplemental change orders cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%.
- D. Failure to submit all required information under Section 1.03 as specified by the City may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments.

## PART II. BID DISCOUNT/RATING BONUS

### 2.01 APPLICATION

- A. **Eligibility for the LBE bid discount/rating bonus:** Certified Micro, Small and SBA-LBEs, including certified non-profit organizations, are eligible for an LBE bid discount/rating bonus if the LBE is CMD certified in the type of work specified for the Proposer/Bidder by the Contract Awarding Authority. A Proposer/Bidder that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due IS NOT an LBE and IS NOT eligible to receive the bid discount/rating bonus even if the firm is later certified or ultimately prevails in its appeal. Contract Awarding Authorities shall apply these bid discounts/rating bonuses to each evaluation stage of the selection process (i.e., qualifications, proposals, and interviews), as applicable.

Note: The bid discounts/rating bonuses under the Mentor Protégé Program and the Pilot Neighborhood/Zip Code LBE Program are not applicable to General Services Contracts.

- B. **Application of the LBE bid discount/rating bonus:**
  - 1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000.** A 10% bid discount/rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a bid discount/rating bonus OR
  - 2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000.** A 10% bid discount/rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E) of the Ordinance, a 5% bid discount/rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% bid discount/rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE OR
  - 3. **Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000.** A 2% bid discount/rating bonus will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE OR
  - 4. **Contracts with an Estimated Cost In Excess of \$20,000,000.** The rating bonus for LBEs does not apply to Contracts estimated by the Contract Awarding Authority to exceed \$20,000,000.
- C. Bid discounts/rating bonuses are not applicable to Contracts awarded by private non-profit agencies, regardless of whether or not government funding is involved, or whether or not the firms competing for Contracts are for-profit businesses.



### **PART III LBE SUBCONTRACTOR/SUBCONSULTANT (“SUB”) PARTICIPATION**

#### **3.01 LBE SUBPARTICIPATION REQUIREMENT(S)**

- A. All Proposers/Bidder shall achieve the LBE sub participation requirement(s) and undertake adequate good faith outreach as set forth in Section 14B.8 of the Ordinance to select subconsultants/subcontractors to meet the LBE sub participation requirement(s). The RFP/RFQ will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). A Proposer/Bidder’s failure to achieve their respective LBE sub participation requirement(s) shall subject the Proposer/Bidder to sanctions as described in Section 14B.17 of the Ordinance. For a directory of certified LBEs, please go to: <http://www.sfgov.org/cmd>.

Proposals that do not meet the LBE sub participation requirement(s) set under Section 14B.8(A) of the Ordinance will be rejected as non-responsive pursuant to Chapter 14B and its accompanying Rules and Regulations.

- B. Proposers/Bidders must identify on Form 2A the particular LBE subconsultant/subcontractor and lower tier subconsultant/subcontractor to be utilized in performing the Contract, specify for each the percentage of participation, the type of work to be performed and such information as the CMD reasonably shall require to determine the responsiveness of the Proposal. For a Proposer/Bidder to receive credit toward the LBE sub participation requirement(s), a listed LBE subconsultant/subcontractor must be CMD certified in the scopes of work/ trade(s) specified on Form 2A.

A Proposer/Bidder must contact an LBE sub before listing that LBE as a sub in the Proposal. A Proposal that fails to comply with this requirement will not receive LBE credit for the referenced LBE. LBEs must be certified with CMD on the proposal due date to receive LBE sub participation credit. Additionally, subs may be listed by more than one Proposer/Bidder.

- C. A sub that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE sub participation requirement(s) even if the firm is later certified or ultimately prevails in its appeal.

CMD may require the successful Proposer/Bidder to submit performance reports (e.g., Form 7, etc.) on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and CMD.

#### **D. Determination and calculation of LBE sub participation:**

##### General Rules and Commercially Useful Function

1. All LBE Proposers/Bidders must meet the LBE sub requirement(s). An LBE Proposer/Bidder may not count its participation towards meeting the LBE sub participation requirement(s). An SBA-LBE Proposer/Bidder may not count towards the LBE sub participation requirement(s).
2. If a Proposer/Bidder owns or controls more than one business that is CMD certified as an LBE, the Proposer/Bidder will not receive credit if it lists its other firms to meet the LBE sub participation requirement(s) when submitting as a Prime Proposer/Bidder. In determining ownership of a business, a business owned by Proposer/Bidder’s spouse or domestic partner shall be deemed to be owned by the Proposer/Bidder.
3. For a Proposer/Bidder to receive credit toward the LBE sub participation requirement(s), a listed LBE sub must be CMD certified in the scopes of services/discipline(s) listed on Form 2A. The LBE sub shall be listed to perform task(s), which is described in the RFP or RFQ.



4. The LBE sub must be utilized on the Contract to perform a Commercially Useful Function. An LBE sub performs a Commercially Useful Function if it is directly responsible for providing the materials, equipment, supplies or services to the project as required by the contract documents. To perform a Commercially Useful Function, an LBE sub must be solely responsible for execution of a distinct element of the contract work, and must actually perform, manage and supervise the work involved in accordance with normal industry practice.
5. To determine whether an LBE sub is performing a Commercially Useful Function, the CMD will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the LBE credit claimed for its performance of the work, and other relevant factors. What constitutes a Commercially Useful Function will vary depending on the type of LBE sub.
6. An LBE sub does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of LBE participation. In determining whether an LBE is such an extra participant, the CMD will examine similar transactions and determine whether or not non-LBEs would normally participate in such transactions. No credit will be given for an LBE that serves as a pass-through.
7. Only the dollar amount of work to be performed by the LBE sub will be credited toward meeting the LBE sub participation requirement(s).

*EXAMPLE:* Proposer/Bidder lists an LBE sub for \$1,000,000, but the LBE sub will perform \$510,000 of that amount. The remaining \$490,000 will be further subbed out to a lower-tier non-LBE sub. Only \$510,000 will be credited toward the LBE sub participation requirement(s).

8. All work done by lower-tier LBE subs will be credited toward meeting the participation requirement(s).

*EXAMPLE:* A non-LBE sub is listed for \$1,000,000 and will perform \$800,000 of that amount. The remaining \$200,000 will be further subbed out to a lower-tier LBE sub. Only \$200,000 will be credited toward the LBE sub participation requirement(s), provided that the lower-tier LBE sub was listed on Form 2A at the time of proposal.

#### LBE Manufacturers

9. If a Proposer/Bidder obtains materials, supplies, articles or equipment directly from an LBE manufacturer certified by the CMD as a manufacturer of such items, 100% of the cost of the items will count toward the LBE sub participation requirement(s), regardless of who installs such items. An LBE manufacturer is a firm that performs a Commercially Useful Function by operating or maintaining a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the Contract and of the general character described by the specifications. To receive LBE sub participation credit, the Proposer/Bidder must list the LBE manufacturer on Form 2A.

#### LBE Suppliers

10. If a Proposer/Bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, 60% of the cost of the items will count toward the LBE sub participation requirement(s) if the LBE supplier performs a Commercially Useful Function by taking possession of the items and assuming the risk of their delivery. An LBE supplier is a firm with the financial and physical capability to purchase, to stock, and to distribute or sell the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract consistent with relevant industry practice in the usual course of business. No LBE sub participation credit beyond 60% of the cost of materials, supplies, articles or equipment will be credited for any claimed services provided by the LBE supplier. To receive LBE sub participation credit, the Proposer/Bidder must list the LBE supplier on Form 2A.



11. If a Proposer/Bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, and the supplier performs a Commercially Useful Function by purchasing and selling the items, but does not take possession of the items and assume the risk of their delivery, then the LBE supplier is serving as a broker or agent, and only 5% of the cost of the materials or supplies will count toward the LBE sub participation requirement(s). No LBE sub participation credit beyond 5% of the cost of materials or supplies will be credited for any claimed services (including, but not limited to, costs of insurance, warehousing or general maintenance) provided by the LBE supplier/broker. To receive LBE sub participation credit, the Proposer/Bidder must list the LBE supplier/broker on Form 2A.
12. For CMD-certified LBE equipment rental firms, 60% of the equipment rental fee (current market rate) of equipment owned by the LBE equipment rental firm will be credited towards the LBE sub participation requirement(s). To receive LBE sub participation credit, the Proposer/Bidder must list the LBE equipment rental firm on Form 2A.

#### Specially Manufactured Items

13. The RFP/RFQ may list material, articles, equipment or other manufactured items that the City has designated as Specially Manufactured Items for the purposes of the LBE sub participation requirement(s). A Specially Manufactured Item is an item that is either typically purchased by the Prime Consultant/Contractor directly from the manufacturer or not supplied by suppliers or construction subcontractors in the usual course of business.
14. If the bid or contract documents expressly identify one or more Specially Manufactured Items, CMD will calculate LBE sub participation credit for such items according to the following rules:
  - A. If a Specially Manufactured Item is manufactured by and purchased from a CMD- certified LBE manufacturer, 100% of the purchase order amount will be credited towards meeting the LBE sub participation requirement(s), regardless of who installs the item. To receive LBE sub participation credit, the Proposer/Bidder must list the LBE manufacturer on Form 2A.
  - B. If a Specially Manufactured Item is purchased from a CMD-certified LBE supplier, only 5% of the purchase price of the item will be credited towards meeting the LBE sub participation requirement(s). No LBE sub participation credit beyond 5% of the purchase price will be credited for any claimed services (including, but not limited to, costs of insurance, warehousing, and general maintenance) provided by the LBE supplier. To receive LBE sub participation credit, the Proposer/Bidder must list the LBE supplier on Form 2A.
  - C. If a Specially Manufactured Item is supplied and installed by a CMD-certified LBE construction subcontractor, 5% of the purchase price of the item and 100% of the installation labor cost will be credited towards meeting the LBE sub participation requirement(s), provided that installation by the construction subcontractor reflects normal industry practice. To receive LBE sub participation credit, the Proposer/Bidder must list the LBE construction subcontractor on Form 2A.
  - D. A Proposer/Bidder may receive full (100%) LBE sub participation credit for any labor associated with the installation of a Specially Manufactured Item (regardless of the source of supply), provided the installation is performed by a CMD-certified construction subcontractor in accordance with normal industry practice. To receive LBE sub participation credit, the Proposer/Bidder must list the LBE construction subcontractor on Form 2A.

#### LBE Truckers

15. CMD will count 100% credit toward the LBE sub participation requirement(s) when an LBE-owned trailer is pulled by a LBE-owned cab and the driver of the cab is an employee/ owner of the LBE trucking firm that owns the cab. CMD will count 60% credit toward the LBE sub participation requirement(s) when an LBE-owned trailer is pulled by a non- LBE owned cab. CMD will count 0% credit toward the LBE sub participation requirement(s) when a non-LBE-owned trailer is pulled by a



non-LBE owned cab. To receive LBE subcontracting credit, the Proposer/Bidder must list the LBE trucking firm on Form 2A.

16. In order to receive LBE sub participation credit for Trucking and Hauling, the LBE must own the cab or trailer at the time of proposal and be certified under the category "Trucking and Hauling" with the CMD's Certification Unit. The following items fall under the "Trucking and Hauling" category: cabs and trailers. Prior to the proposal due date, the LBE must have provided ownership information and all necessary permits and registration for the Trucking and Hauling items that will be utilized for the project to CMD's Certification Unit which will verify and add this information to the certification file. During the course of the contract the CMD Director may authorize subcontracting credit for vehicles or equipment purchased or leased after the time of proposal on a case by case basis.

#### Construction Equipment

17. Construction Equipment firms are firms that sell and/or rent construction equipment. For example, items such as storage tanks, grit separators, debris boxes, etc. are considered Construction Equipment and not under the "Trucking and Hauling" Category. If these items are utilized in conjunction with trucking and hauling operations, they are still classified in the Construction Equipment Category. In order to receive LBE sub participation credit for these types of items, the LBE must be certified under the category of "Construction Equipment" with the CMD's Certification Unit at the time of proposal.

*Note:* LBE firms in the "Construction Equipment" category are equipment sales and rental firms. For CMD certified LBE equipment rental firms, only 60% of the equipment rental fee (current market rate) will be credited towards the LBE sub participation requirement(s).

#### **E. Substitution, removal, or contract modification of LBE:**

No LBE subconsultant/subcontractor, supplier, trucker or vendor listed on Form 2A shall be substituted, removed from the Contract or have its Contract, purchase order or other form of agreement modified in any way without prior CMD approval. Consultant/Contractor must conduct good faith efforts to replace an LBE sub with another LBE sub to comply with the LBE sub participation requirement(s). In addition, any new subs must have CMD's prior approval.

### **PART IV "GOOD FAITH EFFORTS" REQUIREMENTS**

All Proposers/Bidders shall undertake adequate good faith outreach as set forth in Section 14B.8 of the Ordinance.

Under Section 14B.8(C) of the Ordinance, Proposals that do not meet the LBE sub participation requirement(s) set will be rejected as non-responsive pursuant to Chapter 14B and its accompanying Rules and Regulations.

Bidders/Proposers must perform at least one of the three good faith efforts approaches outlined on Form 2B (35% Approach, Inclusion of Micro-LBE Approach and/or the Good Faith Negotiation(s) Approach). Note: A Bidder/Proposer may be waived from the good faith efforts if it has been deemed by CMD to have met the requirements in the Mentor Protégé Program. A Bidder/Proposer shall provide the CMD proof of eligibility.

The instructions for the Inclusion of Micro-LBE Approach and the Good Faith Negotiation(s) Approach are clearly outlined on Form 2B. Bidder/Proposer must submit all good faith documentation as specified on Form 2B. For the 35% Approach listed above, if a Bidder/Proposer demonstrates in its Bid/Proposal that it exceeds the sum of all the established LBE sub participation requirement(s) by 35% or more, such Bidder/Proposer is not required to conduct the other good faith efforts approaches.



*Example:* The sum of all the LBE sub participation requirement(s) is 10%. Good faith efforts requirements will be met if the Proposer:

- 1) Meets the LBE sub participation requirement(s); **AND**
- 2) Has a total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE sub participation requirement plus 35% of that 10% sub participation requirement.

The sum of all LBE sub participation requirement(s) set for the project:	10.0%
35% of the 10% LBE sub participation requirement(s):	3.5%
<b>Total LBE participation must equal or exceed:</b>	<b>13.5%</b>

A Small or Micro-LBE Bidder/Proposer may count its own contract work toward the 35% good faith outreach exception portion but may not count its own contract work toward the LBE sub participation requirement portion. An SBA-LBE Bidder/Proposer may not count its own contract work towards the LBE sub participation requirement portion or the 35% good faith outreach exception portion. SBA-LBE subs may count towards the 35% good faith outreach exception portion if the Director permitted Bidders/Proposers to list SBA-LBE firms to satisfy the LBE sub participation requirement.

**PART V. NON COMPLIANCE AND SANCTIONS**

**A. Non-Compliance with Chapter 14B**

1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
  - a. If the CMD Director determines that there is cause to believe that a Consultant/Contractor has failed to comply with any of the requirements of the Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, the CMD Director shall notify the Contract Awarding Authority and attempt to resolve the non-compliance through conference and conciliation.
  - b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
  - c. The Director’s finding shall indicate whether the Consultant/Contractor acted in good faith or whether noncompliance was based on bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
2. Where the Director finds that the Consultant/Contractor acted in good faith, after affording the Consultant/Contractor notice and an opportunity to be heard, the Director shall recommend that the Contract Awarding Authority take appropriate action. Where the Director finds bad faith noncompliance, the Director shall impose sanctions for each violation of the Ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
  - a. Issuing an Order of Debarment prohibiting the Consultant/Contractor and affiliates from participating in City Contracting for a period not to exceed five years and terminating any existing Contracts or Subcontracts with the debarred Consultant/Contractor, in accordance with the Administrative Debarment provisions and procedures set forth in Administrative Code Chapter 28.



- b. Determining that the Consultant/Contractor has failed to comply with the provisions of Chapter 14B, sanctions are as follows:
    - i) suspend a Contract;
    - ii) withhold funds;
    - iii) assess penalties;
    - iv) debarment;
    - v) revoke CMD certification; or
    - vi) pursuant to 14B.7(H)(2) of the Ordinance, assess liquidated damages in an amount up to 25% of the total amount of the Contract or subcontract, as applicable, or \$1,000, whichever is greatest as determined by CMD.
  3. The Director's determination of non-compliance is subject to appeal to the City Administrator pursuant to CMD Rules and Regulations.
  4. An appeal by a Consultant/Contractor to the City Administrator shall not stay the Director's findings.
  5. The CMD Director may require such reports, information and documentation from Consultants/Contractors, subs, Contract Awarding Authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.
- B. Procedure for the collection of penalties is as follows:**
1. The CMD Director shall send a written notice to the Controller, the Mayor and to all Contract Awarding Authorities or City and County department officials overseeing any Contract with the Consultant/Contractor that a determination of non-compliance has been made and that all payments due the Consultant/Contractor shall be withheld.
  2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.



**FORM 2A: CMD CONTRACT PARTICIPATION FORM**

**Section 1:** This form must be submitted with the Proposal or the Proposal may be deemed non-responsive and rejected. Prime Proposer/Bidder, Subconsultant/Subcontractor, Vendors, and lower sub tiers must be listed on this form. The RFP/RFQ will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). All LBE Proposers/Bidders must meet the LBE sub participation requirement(s). A LBE Prime Proposer/Bidder may not count its own participation towards meeting the LBE sub participation requirement(s). Be sure to check the appropriate box for bid discount/rating bonus under Section 2. If more space is needed for Section 1, attach additional copies of this form.

<b>Contract No.:</b>		
<b>Contract Title:</b>		<b>LBE SUBPARTICIPATION REQUIREMENT(S)</b>
<b>Firm:</b>		<input type="checkbox"/> Micro and Small-LBE Sub Requirement - ___%
<b>Contact Person:</b>		<input type="checkbox"/> Micro, Small, SBA-LBE Sub Requirement - ___%
<b>Address:</b>		<input type="checkbox"/> Micro-LBE Sub Requirement - ___%
<b>City/ZIP:</b>		<input type="checkbox"/> Small-LBE Sub Requirement - ___%
<b>Phone, Email:</b>		<input type="checkbox"/> SBA-LBE Sub Requirement - ___%

**\*Type: Identify if Prime (P), Subconsultant/Subcontractor (S), or Vendor (V)**

TYPE *	Firm	Portion of Work (Describe Scope(s) of Work)	% of Work	Indicate LBE or Non-LBE. If LBE, identify MBE, WBE, or OBE; AND Micro, Small, or SBA.	% of LBE Subwork (Carry-Over from % of Work Column)		
					Micro	Small	SBA
			%		%	%	%
			%		%	%	%
			%		%	%	%
			%		%	%	%
		<b>Total % of Work:</b>	<b>100%</b>	<b>Total LBE Sub Participation:</b>	%	%	%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the proposal for this Contract.

Owner/Authorized Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

\*\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website <http://www.sfgov.org/cmd> for each firm's status.



**Section 2. Bid Discount/Rating Bonus**

Check applicable boxes. See instructions in Section 2.01.

- A.  NO Rating Bonus Requested 0%
- B. Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal to \$10,000,000.
  - Micro or Small-LBE 10%
  - SBA-LBE 5%
- C. Contracts in Excess of \$10,000,000 and Less Than or Equal to \$20,000,000.
  - Micro, Small, or SBA-LBE 2%

**Section 3. Prime Proposer/Bidder, Subconsultant/Subcontractor, and Vendor Information**

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://www.sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE: _____ EMAIL: _____
SERVICE: _____	

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE: _____ EMAIL: _____
SERVICE: _____	

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE: _____ EMAIL: _____
SERVICE: _____	

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE: _____ EMAIL: _____
SERVICE: _____	

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE: _____ EMAIL: _____
SERVICE: _____	



## FORM 2B: “GOOD FAITH OUTREACH” REQUIREMENTS FORM

This “Good Faith Efforts” form, along with the required supporting documentation, must be completed and submitted per the instructions in this form, EVEN IF the LBE subcontracting/subconsulting participation requirement has been met (Section 14B.8 of the San Francisco Administrative Code). At the time of bid/proposal, Bidders/Proposers must submit this form along with its Bid/Proposal to be responsive. Failure to fulfill at least one of the three different approaches below may deem the Bid/Proposal nonresponsive.

To assist Bidders/Proposers with outreach to LBEs, the CMD website has a directory of certified LBEs: <https://sfgov.org/cmd/>.

Choose one of the three approaches listed below on this form. Approaches B and C require submittal of supporting documentation.

Approach A - 35% Approach

This approach is codified in Section 14B.8 of the San Francisco Administrative Code.

Under Approach A, a Bidder/Proposer must demonstrate that the total LBE participation requirement established for this project will be exceeded by at least 35%. This approach is illustrated in this CMD Attachment under Part IV.

- If a Contract has *separate* LBE sub participation requirements, the Bidder/Proposer must exceed by at least 35% the total sum of all the LBE sub participation requirements.
- A Small or Micro-LBE Prime Bidder/Proposer may not count its own contract work toward the LBE sub participation requirement portion, but may count its own contract work for the portion that exceeds the LBE sub participation requirement (i.e., 35% good faith outreach exception portion).
- An SBA-LBE Prime Bidder/Proposer may not count its own contract work towards the LBE sub participation requirement portion or the 35% good faith outreach exception portion.
- An SBA-LBE sub may count its participation towards the 35% good faith outreach exception portion if the Contract Monitoring Division Director permitted Bidders/Proposers to list SBA-LBE firms to satisfy the LBE sub participation requirement.

Select the boxes that apply:

Does your Bid/Proposal demonstrate that you have exceeded the established LBE sub participation requirement(s) by 35% or more in accordance with Section 14B.8(B)?  YES  NO

- I am a Small or Micro-LBE Prime Bidder/Proposer. I have listed LBE subs on Section 00 43 36/Form 2A/equivalent form to meet the established LBE sub participation requirement(s). I am relying on self-performed contract work to meet the 35% good faith outreach approach. Below is the total value of contract work I will perform with my own forces:

Percent (%) or Amount (\$) of Work: \_\_\_\_\_

- I am NOT a Small or Micro-LBE Bidder/Proposer. I have demonstrated on Section 00 43 36/Form 2A/equivalent form that the proposed LBE sub participation exceeds the sum of the established LBE sub participation requirements by at least 35%.



Approach B - Inclusion of Micro-LBE

This approach establishes that the Prime is utilizing Micro-LBEs on their projects.

Under Approach B, the Bidder's/Proposer's good faith efforts must be demonstrated by listing a different Micro-LBE subcontractor/subconsultant on this Bid or Proposal than they have listed in the last five (5) most recently awarded CCSF Contracts with LBE sub participation requirements.

- A Prime Bidder/Proposer that has been awarded at least five (5) CCSF Contracts at the time of the current Bid/Proposal must list at least one (1) Micro-LBE firm on its team that the Prime Bidder/Proposer has not listed on its last five (5) most recently awarded CCSF Contracts.
- A Prime Bidder/Proposer that has been awarded four (4) or less CCSF Contracts at the time of the current Bid/Proposal must list at least one (1) Micro-LBE firm on its team that the Prime Bidder/Proposer has not listed on any of its previously awarded CCSF Contracts and must indicate below the number of CCSF Contracts that it has been previously awarded.

**Enter exact number of CCSF awarded Contracts:**

- If there are separate LBE sub participation requirements on this Bid/Proposal, the Prime Bidder/Proposer is only required to list at least one Micro-LBE on its team to meet the "Good Faith Efforts" requirement.
- A Prime Bidder/Proposer that has never listed a Micro-LBE sub on any of its CCSF awarded Contracts or that has never bid on a CCSF Contract, may also utilize this approach.

A Bidder/Proposer must list the last five (5) most recently awarded CCSF Contracts below. If a Bidder/Proposer has four (4) or less CCSF awarded Contracts, it must list below all of its CCSF awarded Contracts. This includes Contracts where the Bidder/Proposer received a notification of award, even if work has not begun or if the Contract is not yet complete.

- CCSF Contracts that do not have an LBE sub participation requirement are excluded from this approach.
- Contracts where a Micro-LBE was utilized for a substitution, firm addition, or a trade package for CM/GC or DB projects are excluded from this approach.

Contract Awarding Department	Contract Title	Contract Number	Contract Awarding Department's Award Date
1.			
2.			
3.			
4.			
5.			



Bidder/Proposer must submit the following supporting documents for verification purposes; failure to submit this documentation may result in the Bid/Proposal found non-responsive:

- For each of the Contracts listed above, the Prime Bidder/Proposer must include Section 00 43 36/CMD Form 2A/equivalent form submitted to the Contract Awarding Department.
- The Section 00 43 36, CMD Form 2A, or equivalent form must indicate the Contract Awarding Department, the Project Title and the Contract Number.

The Micro-LBE sub listed for Approach B must sign below. By signing below, the Micro-LBE is verifying that it has not been utilized on the Prime Bidder's/Proposal's projects provided above.

Contract Number and Name: \_\_\_\_\_

Signature of Micro-LBE Owner/Authorized Representative: \_\_\_\_\_

Micro-LBE Owner/Authorized Representative (Print): \_\_\_\_\_

Name of Firm (Print): \_\_\_\_\_

Title and Position: \_\_\_\_\_

Address, City, ZIP: \_\_\_\_\_

Telephone/E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

**Approach C - Good Faith Negotiation(s)**

This approach awards points for negotiating with LBEs in good faith.

Under Approach C, the Bidder's/Proposer's good faith outreach will be evaluated based on the entire team listed for the contract, even if the contract includes separate LBE sub participation requirement(s).

- A Bidder/Proposer must achieve at least 50 points with any combination of Items #1 through #3 below, as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A Bidder/Proposer who fails to achieve at least 50 points will be declared nonresponsive, and the Bid/Proposal will be rejected. Please check "yes" or "no" for each item listed below. Supporting documentation for Items #1 through #3 below must be submitted with the Bid/Proposal.



<p>1. Did your firm contact CMD certified LBE firms, not less than 10 calendar days prior to the due date of the Bid/Proposal? If so, you must include email documentation showing the date of the contact with your Bid/Proposal to verify that contacts were made timely.</p> <p>The purpose of contacting LBE firms is to provide notice of interest in bidding/proposing for this project. When contacting LBEs, you should provide adequate information about the plans, specifications, and requirements for the work.</p> <p>A Bidder/Proposer will receive 1 point for each LBE firm contacted, not less than 10 calendar days prior to the due date of the Bids/Proposals. The Bidder/Proposer may receive up to a maximum of 10 points for this item. There is no limitation to how many LBE firms a Bidder/Proposer can contact. Where there are fewer than 10 LBE firms available for subcontracting, and CMD has confirmed as such prior to the bid/proposal due date, the bidder/proposer will receive the 10 points as long as all potential LBE firms are contacted.</p> <p>If the City gave public notice of the project less than 15 calendar days prior to the Bid/Proposal due date, the allocation of points above still applies, except that the Bidder/Proposer may contact those LBE firms identified less than 10 calendar days prior to the due date of the Bid/Proposal.</p>	<p><input type="checkbox"/> Yes                  (Maximum of 10 points)</p>	<p><input type="checkbox"/> No                  (0 points)</p>
<p>2. Did your firm follow-up/negotiate in good faith with interested LBEs*? Your follow-up contact(s) with interested LBEs should include, but are not limited to correspondence regarding: the scope of work/services, quotes/billing rates, qualifications and/or expectations; the City’s bonding and financial assistance program(s); assistance available to potential LBE subcontractors/subconsultants to properly mobilize; reduction of your firm’s pre-qualification standards; etc.</p> <p>The Bidder/Proposer shall submit the following documentation:</p> <ul style="list-style-type: none"> <li>a) Identify each interested LBE firm you are submitting email correspondence/documentation for;</li> <li>b) Copies of <u>ALL</u> email correspondence for each LBE identified for Item #2 (Note that the initial email correspondence from Items #1 above will not count towards the subject Item)—At a minimum, the Bidder/Proposer must include email documentation showing a response to the interested LBE;</li> <li>c) A full and complete statement of the reason(s) why any of the LBE firms identified for Item #2 was not selected for the subject project.</li> </ul> <p>For each interested LBE firm that the Bidder/Proposer does follow-up with, the Bidder/Proposer will receive 10 points. There is no maximum amount of points/limitation to how many LBE firms a Bidder/Proposer can correspond with and follow-up/negotiate in good faith.</p> <p>A Bidder/Proposer who does not perform any follow-up contact with interested LBEs will receive zero points for Item #2.</p> <p>* “Interested LBE” shall mean an LBE firm that expresses interest in being a subcontractor/subconsultant/supplier to the Bidder/Proposer for the subject solicitation.</p>	<p><input type="checkbox"/> Yes                  (Minimum of 10 points to no Maximum)</p>	<p><input type="checkbox"/> No                  (0 points)</p>



<p>3. As part of your Bid/Proposal, did your firm list an LBE identified from Item #2 above?</p> <p>For each LBE that is identified under Item #2 above, the Bidder/Proposer will receive 30 points for listing said LBE for the subject solicitation on the specified sub listing form such as Section 00 43 36/CMD Form 2A/equivalent form.</p> <p>A Bidder/Proposer who does not list any LBEs from Item #2 above for the subject solicitation on Section 00 43 36/CMD Form 2A/equivalent form, will receive zero points for Item #3.</p> <p>The Bidder/Proposer shall submit the following documentation:</p> <ul style="list-style-type: none"> <li>a) Copies of all email correspondence between your firm and the LBE listed for the project, including written bids/quotes;</li> <li>b) A full and complete statement of the reasons for selection of the subcontractor(s)/subconsultant(s)/supplier(s). If the reasons are based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the bid/quote amounts, the statement must include the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids/quotes.</li> <li>c) Email notification to LBE that it will be listed on Section 00 43 36/CMD Form 2A/equivalent form and include the listed LBE's scope of work and dollar value/percentage.</li> </ul> <p>Pursuant to Section 14B.8(E) of the Ordinance, all Bidders/Proposers shall maintain the documentation described under this item for three years following submission of the Bid or completion of the Contract, whichever is later.</p>	<p><input type="checkbox"/> Yes                  (Minimum of 30 points to no maximum)</p>	<p><input type="checkbox"/> No                  (0 points)</p>
---	---	--

**For Approaches A through C,** the Prime Bidder/Proposer declares and swears under penalty of perjury under the laws of the State of California that the foregoing statements/documentation are true and correct and accurately reflect its good faith efforts as required in this CMD Attachment, in Section 14B.8 and the accompanying Chapter 14B's Rules and Regulations.

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) and Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone                      Email

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) and Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone                      Email



**FORM 3: CMD COMPLIANCE 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 HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either San Francisco Labor and Employment Code Article 131 (formerly known as Administrative Code 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): \_\_\_\_\_

Email \_\_\_\_\_

Date: \_\_\_\_\_





**FORM 7: CMD PROGRESS PAYMENT FORM**

To be submitted electronically using the Contract Awarding Authority’s City approved system.

To be entered by Prime Consultant/Contractor and submitted to the Contract Awarding Authority with its monthly progress payment application (transmit to the following).

TO: Project Manager/Designee  
 FROM: \_\_\_\_\_  
 COPY: CMD Contract Compliance Officer  
 Date: \_\_\_\_\_

**SECTION 1. Fill in all the blanks**

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_ Progress Payment No: \_\_\_\_\_

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

- 1. Original Contract Award Amount: \$ \_\_\_\_\_
- 2. Amount of Amendments and Modifications to Date: \$ \_\_\_\_\_
- 3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2): \$ \_\_\_\_\_
- 4. Amount Invoiced this submittal period: Professional Fees: \$ \_\_\_\_\_
- 5. Amount Invoiced this submittal period: Reimbursable Expenses: \$ \_\_\_\_\_
- 6. Gross Amount Invoiced this submittal period (Line 4 + Line 5): \$ \_\_\_\_\_
- 7. All Previous Gross Amounts Invoiced: \$ \_\_\_\_\_
- 8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7): \$ \_\_\_\_\_
- 9. Percent Completed (Line 8 ÷ Line 3): \_\_\_\_\_ %

Prime Consultant/Contractor, including each Joint Venture partner, must sign this form.

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone Email

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone Email

\_\_\_\_\_  
 Date





**FORM 9: CMD PAYMENT AFFIDAVIT**

To be submitted electronically using the Contract Awarding Authority's City approved system.

TO: Project Manager/Designee COPY TO: CMD Contract Compliance Officer

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all LBE subs, suppliers, and vendors (including lower tiers) utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment or final payment.

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contract Awarding Department: \_\_\_\_\_

Progress Payment No.: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Warrant/Check No.: \_\_\_\_\_

Check box and sign below if there is no sub payment for this reporting period.

Sub/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number/ Electronic Transfer Number

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime Consultant/Contractor, including each Joint Venture partner, must sign this form (use additional sheets if necessary)

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone Email

\_\_\_\_\_  
 Telephone Email

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



**FORM 8: CMD EXIT REPORT AND AFFIDAVIT**

Prime Consultant/Contractor must complete and sign Sections 1 and 4 of this form for each LBE subconsultant/subcontractor, supplier, and trucker (including each lower-tier LBE). All LBEs must complete and sign Sections 2 and 3 of this form. Please be sure to keep a copy of your outreach/delivery efforts (e.g., email, USPS certified mail, etc.) to the LBE sub(s). These forms should be submitted to the Contract Awarding Authority and CMD with the final progress payment request if the Contract has an LBE sub participation requirement.

TO: Resident Engineer Inspector COPY: CMD Contract Compliance Officer  
FROM (Contractor): \_\_\_\_\_ Date Transmitted: \_\_\_\_\_

**SECTION 1.**

- Please check this box if there are no LBE subconsultants/suppliers for this Contract.
- Please check this box if the LBE sub fails to complete and sign this form within 5 business days (see Section 3).

Reporting Date: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Name of LBE: \_\_\_\_\_ Portion of Work (Trade): \_\_\_\_\_  
Original LBE Contract Amount: \$ \_\_\_\_\_  
Change Orders, Amendments, Modifications: \$ \_\_\_\_\_  
Final LBE Contract Amount: \$ \_\_\_\_\_  
Amount of Progress Payments Paid to Date: \$ \_\_\_\_\_  
Amount Owing including all Change Orders, Amendments and Modifications \$ \_\_\_\_\_

Explanation by Prime Consultant/Contractor if the final contract amount for this LBE is less than the original contract amount:

**SECTION 2. Please check one:**

- I did NOT subcontract out ANY portion of our work to another subcontractor.
- I DID subcontract out our work to:

Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_  
Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_

**SECTION 3.**

To be completed/signed by the LBE subconsultant/supplier/trucker:

- I agree with the above completed Section 1.
- I disagree with the above completed Section 1.

If "I disagree" is checked above, please explain. LBE sub must address any discrepancies within 5 business days after it has received this form from the Prime. If the LBE sub fails to submit the form within 5 business days, the Prime will note this under Section 1 of this form and submit the form as is with the final progress payment.

\_\_\_\_\_  
Owner/Authorized Representative (Signature) Name and Title (Print)  
\_\_\_\_\_  
Firm Name Telephone Email Date



---

SECTION 4.

If this form is submitted without the LBE's signature, the Prime Consultant/Contractor must enclose verification of delivery of this form to the LBE.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone                      Email                      Date



**FORM 10: CMD CONTRACT MODIFICATION FORM**

Prime Consultant/Contractor must submit this form with the required supporting documentation and obtain prior CMD approval when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%. This form must be completed prior to the approval of such amendments, modifications or change orders.

Name of Project/Contract Title: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Total Contract Amount as Modified to Date: \_\_\_\_\_

Amount of Current Modification Request: \_\_\_\_\_

New Total Contract Amount after Current Modification Request: \_\_\_\_\_

**REQUIRED INFORMATION:**

1. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%. Please list below.

Modification/ Amendment Number	Amount of Modification/ Amendment (If Applicable)	Brief Description of Services/Work

2. A spreadsheet showing each firm’s participation for the overall Contract, including each firm’s participation to date and proposed participation under the modification.



PROPOSED CONTRACT VALUE WITH NEW MODIFICATION/AMENDMENT

	LBE Commitment(s) at the Time of Bid	LBE Participation To-Date	Projected LBE Commitment(s) Including This Mod/Amend
Micro and Small-LBE	%	%	%
Micro, Small, and SBA-LBE	%	%	%
Micro-LBE	%	%	%
Small-LBE	%	%	%
SBA-LBE	%	%	%
TOTALS	%	%	%

Firm Name	Commitment Made at Time of Bid/Proposal	Dollar Invoiced To-Date	Invoiced % To-Date	Projected Overall Dollar Amount with This Mod/Amend	Projected Overall % with This Mod/Amend
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
	%	\$	%	\$	%
<b>LBE TOTALS:</b>	%	\$	%	\$	%
<b>TOTALS:</b>	%	\$	%	\$	%

3. A brief description of the work to be performed under this amendment, modification, or change order.



4. For any listed LBE that is currently under its commitment or is not projected to meet its committed percentage of overall work, please provide an explanation as to why this is the case.

LBE Firms Falling Short of Commitment or Not Projected to Meet Their Committed Percentage of Work:	Reason

---

Sign below including each Joint Venture partner.

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print)                      Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone                      Email

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print)                      Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone                      Email

\_\_\_\_\_  
 Date

## SECTION 8 – SAMPLE AGREEMENT

**Note: Attachment F – City’s Contract Terms must be reviewed by Proposers for acceptance during the RFP process, and any changes or questions must be addressed during the question-and-answer period outlined in the RFP. The City will not accept any changes to the agreement after the question period is closed. Proposals submitted with exceptions to scope and agreement terms will not be moved forward in the evaluation process.**

ATTACHMENT “F”

CITY’S CONTRACT TERMS

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

[Insert name of contractor]  
[Insert Department Contract ID, if any]  
[Insert PeopleSoft Contract ID]

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between [name of Contractor] (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to procure [insert short description of the services City intends to buy] from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled [enter RFP name] issued through Sourcing Event ID [Enter Number]; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14BXXXXXXXX; and

WHEREAS, approval for the Agreement was obtained on [insert date of Civil Service Commission action or DHR approval date if under \$100K] from the [Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission] under PSC number [insert PSC number] in the amount of [insert Dollar Amount] for the period of [insert number of years]; and

WHEREAS, the City’s [name of Commission] approved this Agreement by [insert resolution number] on [insert date of Commission action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

RFP SFGOV- 000010377  
UNARMED SECURITY SERVICES  
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

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

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and [insert name of department].

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

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 “Contractor” means [insert name and address of contractor].

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

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

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

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

## Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on [insert Contractor’s start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for a period of [enter number] (#) additional years. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

2.3 **No Automatic Renewal.** Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar “evergreen” provision shall be deemed null and void *ab initio*; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

### Article 3 Financial Matters

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

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

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

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

### 3.3 Compensation.

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed [insert whole dollar amount in numbers and words], the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

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

3.3.4 **Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. **All invoices must show the PeopleSoft Purchase Order ID, PeopleSoft Supplier Name and ID, complete description of the Services delivered, sales/use tax (if applicable), unit cost, unit of measure, quantities, extended cost, and contract payment terms.** Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **LBE Payment and Utilization Tracking System.** LBE Subcontracting Participation Requirements apply to this Agreement. Contractor shall: (a) within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to City's Supplier Portal Payment Module with each payment request may result in the withholding of twenty (20%) of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartner.sfgov.org/pages/training.aspx>.

#### 3.3.6 Getting paid by City for Services.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

#### 3.3.7 Grant Funded Contracts.

(a) **Grant Terms.** The funding for this Agreement may be provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, City is required to incorporate some of the terms into this Agreement (“Grant Terms”). [Choose] **The Grant Terms will be attached to each Purchase Order issued against this Agreement or The Grant Terms are attached in Appendix [insert the appendix letter].** To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor’s non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City’s request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

#### 3.3.8 Payment Terms.

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

(b) **Payment Discount Terms:** The Payment Discount Terms for this Agreement are as follows: [ ] %/[ ] Days, Net [ ]. The Payment Discount period begins (1) upon date of completion of delivery of the Services on a purchase order for which payment is sought, or (2) the date of receipt of properly prepared invoices covering such items, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date City issued a check to Contractor or, if Contractor has agreed to electronic payment, the date City posted electronic payment to Contractor.

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 **Payment of Prevailing Wages [and Other Requirements].**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by [choose: the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, or San Francisco Labor and Employment Code Article 102 (insert section)] (collectively, “Covered Services”), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

(a) **[Insert type of Article 102 Service] Services.** This Agreement is subject to the prevailing wage requirements of Labor and Employment Code Article 102.1 and Article 102.[insert #], which are incorporated by reference as terms of this Agreement. Contractor agrees that any employee engaged in [insert type of service] services (as defined in Article 102.[insert #]) shall be paid not less than the Prevailing Rate of Wages, as fixed and determined by the Board of Supervisors pursuant to Labor and Employment Code Article 102.1. Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the prevailing wage rate requirement imposed by this Article.

(b) **Enforcement of Prevailing Wage Requirements.** Contractor agrees that a failure to pay the Prevailing Rate of Wages required by this Agreement by Contractor or its subcontractors will result in City taking enforcement action against Contractor in accordance with Labor and Employment Code Article 102.1(c)(4).

(c) **Transition Employment Requirements.** This Agreement is subject to the Transition Employment Requirements in Labor and Employment Code Article 102.1(d). Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the obligations imposed by Article 102.1(d).

(d) **Requirement of Employer-Employee Relationship.** This Agreement is subject to the Employer-Employee Relationship requirements in Labor and Employment Code Article 102.1(e). Contractor and any authorized Subcontractors shall perform this Agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations (“DIR”), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the applicable prevailing wage rates are available from City’s Office of Labor Standards and Enforcement (“OLSE”). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates, as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

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

3.6.4 **Posted Notices.** Contractor shall post job site notices [add if source of obligation is the CA Labor Code: prescribed by DIR] at all job sites where Covered Services are to be performed.

3.6.5 **Payroll Records.** Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives and/or DIR.

3.6.6 **Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. [Add additional text if prevailing wages are required under the CA Labor Code: Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City and to DIR as specified by City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.]

3.6.7 **Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

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

3.7 **Displaced Worker Protection Act.** Contractor and its subcontractors shall comply with Article 71 of the San Francisco Labor and Employment Code, the Displaced Worker Protection Act (“DWPA”), which sets forth the rights of the employees of Contractor and its subcontractor to continue performing the Services should Contractor or its Subcontractor be replaced with a successor contractor or subcontractor, so long as Contractor or its subcontractor has 25 or more employees and the employee performing the Services does so for fifteen (15) or more hours per week for 3 months or longer. For the purpose of the DWPA, “employee” includes any service employee of the Contractor or its subcontractor(s) performing the Services under this Agreement (a) whose primary place of employment is in the City, (b) possesses and maintains the applicable required occupational license; and (c) is not in a managerial, supervisory or confidential role as defined by the Fair Labor Standards Act.

#### **Article 4      Services**

##### **4.1      Primary and Secondary Contractors.**

Contractor was selected to serve as the [Choose: Primary or Secondary] Contractor for the Services described herein to ensure adequate levels of uninterrupted access to Services. In the event the Primary Contractor fails to provide Services for any contract item by the required date, the Secondary Contractor will be required to provide said Services until the Primary Contractor demonstrates to the satisfaction of City that they are ready, willing and able to provide said Service to City. City reserves the right to request Services not readily available from the Secondary Contractor from any other source.

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

4.3 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must

be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

#### 4.4 Services.

4.4.1 **Awarded Services.** Contractor agrees to perform the Services stated in [Appendix A, "Scope of Services."](#) Officers and employees of the City are not authorized to request and City is not required to compensate for Services beyond those stated. If, during the term of the Agreement, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, Contractor agrees that the service will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for Services performed prior to the cancellation date. City shall give Contractor ten (10) days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, thirty (30) days in advance of any changes in the Services required in the Agreement. Any changes made without the approval of Purchasing will constitute a Default.

4.4.2 **Subcontracting. Choose: [Option 1]** Contractor will not employ subcontractors in the performance of this Agreement. **[Option 2]** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. [\[Use the following sentence and list desired subcontractors if a specific contractor is required for services – otherwise omit:\]](#) City's execution of this Agreement constitutes its approval of the subcontractors listed **[choose: below or in Appendix [X]].**

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

(a) **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees, will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. 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 of its agents or employees. Contractor agrees to maintain and make

available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

(b) **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section..

4.4.4 **Warranty (Services).** Contractor warrants to City that the maintenance Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the maintenance Services are performed so as to ensure that all maintenance Services performed are correct and appropriate for the purposes contemplated in this Agreement. Contractor warrants to City that the manufacturer's warranty and service will be passed on to the City at the time of delivery.

4.5 **Reserved.**

4.6 **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in [Appendix A](#), City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of **[insert whole dollar amount in words and numbers -- no pennies and no “.00”]** per calendar day for each day of delay beyond scheduled

milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

4.8 **Performance Bond.** Contractor is required to furnish a performance bond in a form acceptable to City, in a sum of not less than [insert bonding level] of the annual amount of the contract to guarantee the faithful performance of this Agreement. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

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

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give City Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

4.11 **Annual Usage Reports by Contractor.**

4.11.1 Annually no later than February 15 and upon request, Contractor shall prepare and submit to City an electronic report in Microsoft Excel or CSV format identifying the Services rendered under this Agreement ("Usage Report").

4.11.2 The Usage Report must detail all Services performed by Contractor as of the Contract start date through December of the calendar year directly preceding the date of the report.

4.11.3 The Usage Report shall include, at a minimum, the following data:

- (1) Name of City department issuing the Purchase Order
- (2) Purchase Order ID
- (3) Invoice Number and Date
- (4) Itemized list of all Services delivered, including the date on which the service was performed, detailed description of the Services, unit cost, quantity, unit of measure, and extended cost. Multiple Services listed under one invoice must be listed on separate lines.

(5) Include additional items as needed

**RFP SFGOV- 000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

Sample Usage Report (Services)									
Ordering City Department	Purchase Order ID	Invoice Number	Invoice Date	Service Date	Services Description	Unit Cost	Qty	Unit of Measure	Extended Cost

4.11.4 Upon request, Contractor must also furnish a separate Usage Report for Services delivered to City which are not part of this Agreement.

4.11.5 Contractor shall email is Usage Reports to [OCAVendor.Reports@sfgov.org](mailto:OCAVendor.Reports@sfgov.org).

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

OCA Supplier Reporting  
 Re: Term Contract No. [Enter Number]  
 City and County of San Francisco  
 Office of Contract Administration – Purchasing  
 City Hall, Room 430  
 1 Dr. Carlton B. Goodlett Place  
 San Francisco, CA 94102-4685

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

**Article 5 Insurance and Indemnity**

**5.1 Insurance.**

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

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

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

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

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

(e) Technology Errors and Omissions Liability Insurance, with limits of **\$1,000,000** for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$1,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Pollution Liability Insurance applicable to Contractor's activities and responsibilities under this Agreement with limits not less than **\$X,000,000** each occurrence combined single limit, including coverage for on-site third party claims for bodily injury and property damage.

#### 5.1.2 Additional Insured

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

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

(c) The Commercial Automobile Liability Insurance policy include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

#### 5.1.4 Primary Insurance.

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

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

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

#### **5.1.5 Other Insurance Requirements**

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

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

## 5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts and related costs, and City's costs of investigating any claims against City.

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

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

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

## Article 6 Liability of the Parties

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

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

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

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

## **Article 7      Payment of Taxes**

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

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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

## **Article 8      Termination and Default**

### **8.1      Termination for Convenience**

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

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

**RFP SFGOV- 000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

(a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

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

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

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

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

**RFP SFGOV- 000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor’s final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

**8.2 Termination for Default; Remedies.**

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

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

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

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property; (ii) constituting an order for relief or

**RFP SFGOV- 000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

approving a petition for relief, reorganization or arrangement; or any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

**8.2.2 Default Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

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

**8.2.4** Any notice of default must be sent in accordance with Article 11.

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

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

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

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.3.7(a)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability

8.1.6	Payment Obligation	Article 13	Data and Security
-------	--------------------	------------	-------------------

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

### Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

### Article 10 Additional Requirements Incorporated by Reference

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

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

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

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

**10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

**10.6 Local Business Enterprise and Nondiscrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. **[Include the following green text if LBE subcontracting applies. Otherwise delete].** Contractor shall utilize LBE Subcontractors for at least [enter percentage] of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

**10.7 Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is

**RFP SFGOV- 000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

**10.8 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of Article 121.3 and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the [\[add the following if using Federal funds\]](#) Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [\[add the following if using State funds\]](#) or [California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.](#)

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a

**RFP SFGOV- 000010377**  
**UNARMED SECURITY SERVICES**  
**FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**10.12 Slavery Era Disclosure.** Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

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

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing

work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**10.15 Nonprofit Contractor Requirements.**

**10.15.1 Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

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

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

**10.17 Distribution of Beverages and Water.**

**10.17.1 Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**10.17.2 Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

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

**10.19 Reserved.**

10.20 **Reserved.**

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

10.21.1 **Printing Services.** This Agreement is for printing services. Contractor certifies that the paper products used meet the minimum content of post-consumer material set forth in Section 506 of the Environment Code and, unless granted a written exception by the City, agrees to print on both sides of the paper.

10.21.2 **Collection of Recyclable Materials.** This Agreement is for janitorial Services, and the City owns or leases at least 50% of the building. Pursuant to Environment Code Chapter 5, Contractor agrees to collect all recyclable materials and place them at a central location designated by City for pickup by recycling haulers.

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

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

**Article 11     General Provisions**

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

To City:	Director of Purchasing City and County of San Francisco Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Email: <a href="mailto:OCA@sfgov.org">OCA@sfgov.org</a> Phone: (415) 554-6743 Fax: (415) 554-6717
To Contractor:	Name Title Company Address Email Phone

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party

may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

**11.2 Compliance with Laws Requiring Access for People with Disabilities.**

11.2.1 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 people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities 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.

11.2.2 Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), Section 255 of the Communications Act Guidelines, the applicable Revised Section 508 Standards, and Web Content Accessibility Guidelines 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

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

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. **[If LBE subcontracting requirements apply and the contract amount is \$50,000 or more then add the following sentence:]** 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 twenty percent (20%).

**11.6 Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the

written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

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

**11.6.3 Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in [Appendix \[insert the appendix letter\]](#) incorporated herein by this reference.

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

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

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

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

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

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

**11.13 Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and

Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

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

## **Article 12 Department Specific Terms**

12.1 **Exclusion Lists and Employee Verification.** Upon commencement of this Agreement and monthly thereafter, Contractor shall check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from performing Services under this Agreement. Proof of checking these lists must be retained for seven years.

## **Article 13 Data and Security**

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

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

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

13.2 **Payment Card Industry ("PCI") Requirements.** Contractors providing Services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.2.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third-party audit process. Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate thirty (30) calendar days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to City shall be deposited, without detour to a third party's bank account, into a City bank account designated by the Office of the Treasurer and Tax Collector.

**13.3 Business Associate Agreement.** This Agreement may require the exchange of information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). A Business Associate Agreement ("BAA") executed by the Parties is attached as Appendix [\[insert the appendix letter\]](#).

#### **13.4 Management of City Data.**

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

**13.4.2 Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

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

**13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. **[Add the following sentence if this contract involves sharing sensitive data with the Contractor. Otherwise, delete. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring.]** The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

## Article 14     MacBride And Signature

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

RFP SFGOV- 000010377  
UNARMED SECURITY SERVICES  
FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

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

**CITY**

**CONTRACTOR**

Recommended by:

[company name]

\_\_\_\_\_  
[name]  
Procurement Manager  
Office of Contract Administration

\_\_\_\_\_  
[name of authorized representative]  
[title]  
[optional: address]  
[optional: city, state, ZIP]

City Supplier Number: [Supplier Number]

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
[name of Deputy City Attorney]  
Deputy City Attorney

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

By: \_\_\_\_\_  
[name of Purchaser or "Name: \_\_\_\_\_"]

**Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Regulatory and Compliance Requirements

# Appendix A Scope of Services

**Appendix B  
Calculation of Charges**

**1. Price List**


**2. Fixed Price v Time and Materials**

**3. Travel and Expense Reimbursement.**

**4. Price Adjustments.**

**Option 1** [Use when Price is set for the initial term and Contractor is permitted to request increases in accordance with an industry index] Contractor’s Prices for the Services are to be firm for the first [#] months of the Agreement. Thereafter, the City and Contractor may agree to adjust Contractor’s Prices in accordance with the following terms.

**A. When to request a Price Adjustment:**

1. Requests for Price Adjustments must be made in writing to City.
2. Contractor may request Price Adjustments no sooner than twelve (12) months from the **Contract Start Date or Proposal Due Date** [Proposal Due Date is recommended where the lapse in time between award and the contract start date is significant].
3. Only (1) one Price Adjustment shall be approved in any twelve (12) month period.
4. If approved, Price Adjustments will be implemented with an Amendment to this Agreement and shall be effective upon execution of the Amendment.

**B. How Price Adjustments will be Calculated:**

Requests for price adjustments under this Agreement must be supported by the U.S. Department of Labor’s most recently published, **non-preliminary** Consumer Price Index (CPI) available at the time of Contractor’s Price Adjustment request. The requested rate change shall be calculated from the last requested Price Adjustment or, if no Price Adjustment has previously been requested, from the **Contract Start Date or Proposal Due Date**.

## Appendix C Regulatory and Compliance Requirements

### 1. Additional Services.

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

### 2. Regulatory [and Green Purchasing] Requirements

- A.
- B.
- C., etc.

### 3. Other Requirements.

- A. **Hours of Operation:** Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the Agreement, and be open at all times during that period.
- B. **Support:** Contractor shall be responsible for providing technical support and assistance to City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, Contractor shall provide personnel with in-depth technical knowledge of the products Contractor is providing under this Agreement, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. – 5:00 P.M.).
- C. **Measurements:** Contractor shall provide qualified personnel at one or more reasonable and convenient locations in San Francisco to make measurements, fit and make proper alterations and distribute uniforms and uniform accessories. The Contractor's changing/fitting areas must not be viewed from the public portion of the retail outlet and must provide a secure environment for the officers and their equipment at no additional cost to the City or City Employees.
- D. **Infectious Disease Terms:** Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:
  - 1. **Infection Control, Health and Safety:**
    - a. Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal

protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

- b. Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
- c. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- d. Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.
- e. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- f. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- g. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- h. Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
- i. Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

**2. Aerosol Transmissible Disease Program, Health and Safety:**

- a. Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control

measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

- b. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- c. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- d. Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.
- e. If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.