

File No. 210529

Committee Item No. 4

Board Item No. 19

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 3, 2021

Board of Supervisors Meeting:

Date: June 15, 2021

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- MOU
- Grant Information Form
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- Form 126 – Ethics Commission
- Award Letter
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- Public Correspondence

OTHER

- _____
- _____
- _____
- _____
- _____

Prepared by: John Carroll

Date: May 28, 2021

Prepared by: John Carroll

Date: June 11, 2021

Prepared by: John Carroll

Date: _____

1 [Contract Amendment - Allied Universal Security Services - Human Services Agency Security
2 Services - Not to Exceed \$21,985,735]

3 **Resolution approving a first amendment to the contract between the City and County of**
4 **San Francisco, by and through its Human Services Agency (“HSA”), and Allied**
5 **Universal Security Services for the provision of HSA Security Services, to extend the**
6 **contract term by two years from July 1, 2021, for a total term of July 1, 2018, through**
7 **June 30, 2023, and to increase the amount of the contract by \$8,011,158 for a revised**
8 **total amount not to exceed \$21,985,735.**

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

13 WHEREAS, The Office of Contract Administration conducted a Request for Proposals
14 for provision of unarmed security services in December 2017; and

15 WHEREAS, Allied Universal Security Services submitted a responsive and responsible
16 proposal and was awarded the security services contract for the total amount of \$13,974,576;
17 and

18 WHEREAS, The Human Services Agency Commission approved the certification of the
19 Allied Universal Security Services contract at its meeting of April 26, 2018; and

20 WHEREAS, The Board of Supervisors Resolution No. 163-18 approved the contract
21 with Allied Universal Security Services to provide HSA security services for the term of
22 July 1, 2018, through June 30, 2021, in the total not to exceed amount of \$13,974,576; and

23 WHEREAS, The Human Services Agency entered into contract with Allied Universal
24 Security Services to provide HSA security services for the term of July 1, 2018, through
25 June 30, 2021, in the total not to exceed amount of \$13,974,576; and

1 WHEREAS, An initial amendment of the Allied Universal Security Services contract in
2 the amount of \$9,418,515 resulting in a new total amount of \$23,393,091 was requested in
3 April 2021; and

4 WHEREAS, The Human Services Commission approved the initial amendment to the
5 Allied Universal Security Services contract at its meeting of May 27, 2021; now, therefore, be
6 it

7 RESOLVED, That the Board of Supervisors hereby approves the initial amendment of
8 the contract with Allied Universal Security Services to provide HSA Security Services, to
9 extend the term two years from the period of July 1, 2021, through June 30, 2023, increasing
10 the amount of the contract by \$8,011,158 for a total amount not to exceed \$21,985,735 for the
11 period of July 1, 2018, through June 30, 2023; and, be it

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

15
16 APPROVED:

17
18 /s/_____

19 Trent Rhorer
20 Executive Director, Human Services Agency

21
22
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24
25

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

May 28, 2021

TO: Government Audit and Oversight Committee

FROM: Budget and Legislative Analyst



SUBJECT: June 3, 2021 Government Audit and Oversight Committee Meeting

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<p>Item 4 File 21-0529</p>	<p>Department: Human Services Agency</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve a first amendment of the contract between the Human Services Agency (HSA) and Allied Universal Security Services for the provision of security services to (i) increase the amount of the contract by \$9,418,515 from \$13,974,576 to not-to-exceed \$23,393,091; and (ii) exercise the option to extend the contract term by two years from the period of July 1, 2021, for a total five-year term of July 1, 2018 through June 30, 2023. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In May 2018, the Board of Supervisors approved certification of the contract between HSA and Allied Universal Security for the provision of security services for the three-year period from July 1, 2018, through June 30, 2021, in the total contract amount of \$13,974,576 (File 18-0418). • The Human Services Agency issued a Request for Proposals (RFP) to provide unarmed security guard services in December 2017 with bids due in January 2018. Allied Universal was selected among nine qualified responses received by the Office of Contract Administration (OCA). <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed resolution would increase the not-to-exceed amount of the contract by \$9,418,515, for a total not to exceed \$23,393,091. • For the proposed contract extension period, approximately 68.2 percent of funding comes from the General Fund, approximately 19.1 percent comes from federal sources, and approximately 3.9 percent comes from state sources. • The total actual and budgeted expenditures of the contract through FY 2020-21 and proposed expenditures through FY 2022-23 is \$21,985,735 based on an estimate of approximately 2,368 hours of labor needed per week for all sites. • According to HSA, the increased contract amount is necessary to allow for the continued provision and payment of existing security guard services, as authorized under the original RFP. The proposed increase provides for 125,480 straight time hours, 2,000 overtime hours, and 640 Planned Parenthood hours annually. Under the proposed amendment, the straight time rate increases by approximately 2.33 percent from \$32.60 in FY 2021-22 to \$33.36 in FY 2022-23, and the overtime hourly rate increases by approximately 2.33 percent from \$48.90 in FY 2021-22 to \$50.04 in FY 2022-23. According to HSA, the increases are due to mandatory union pay increases and increased medical costs per the provider. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the proposed resolution to reduce the requested not-to-exceed amount by \$1,407,357, from \$23,393,091 to \$21,985,735. • Approve the proposed resolution, as amended. 	

MANDATE STATEMENT

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

BACKGROUND

In May 2018, the Board of Supervisors approved certification of the contract between HSA and Allied Universal Security for the provision of security services for the three-year period from July 1, 2018, through June 30, 2021, in the total contract amount of \$13,974,576 (File 18-0418).

Competitive Process

HSA selected Allied Universal Security after issuing a competitive request for proposals (RFP) to provide unarmed security guard services in December 2017 with bids due in January 2018. Allied Universal was selected in March 2018 among nine qualified responses received by the Office of Contract Administration (OCA).¹ The contract term specified in the RFP is three years effective on the date that the contract is certified and funds are encumbered by the Controller with an option to extend the term for a period of two years, for a total contract term of five years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a first amendment of the contract between the Human Services Agency (HSA) and Allied Universal Security Services for the provision of security services to (i) increase the amount of the contract by \$9,418,515 from \$13,974,576 for a total amount not to exceed \$23,393,091; and (ii) exercise the option to extend the contract term by two years from the period of July 1, 2021, for a total five-year term of July 1, 2018 through June 30, 2023.

Services Provided

The purpose of this contract is to provide unarmed security guard services to multiple HSA sites² including management oversight, standard and out-of-hours staffing, and equipment. The scope of security services under this contract includes providing for overall safety and security of HSA staff and clients at assigned sites, maintaining order, deterring disputes, violence, theft and

¹ Evaluation panelists include a Director of Security for Department of Public Health, Deputy Chief of the Sheriff's Department, the Emergency Planning and Security Director at the San Francisco Public Utilities Commission, and the Aviation Security Manager at the San Francisco International Airport

² Security services will be provided at 15 properties: 170 Otis Street, 617 Mission Street, 1235 Mission Street, 1650 Mission Street, 3120 Mission Street, 3127 Mission Street, 1440 Harrison, 1800 Oakdale, 3801 3rd Street, 1315 Evans Ave, 1099 Sunnydale, 100 Whitney Young Circle, 2 Gough Street, 705 Natoma/165 8th Street, and Planned Parenthood.

vandalism, and responding to emergencies. The City may adjust the hour and site requirements as needed throughout the term of the contract.

Performance Monitoring

According to Mr. Vladimir Rudakov, Director of Program Integrity/Investigations, performance is monitored through weekly meetings between HSA's Department Liaison Officer (DLO) and the Allied Account Manager, as well as incident reports from Site Managers. The primary contract objective is to provide safety and security of HSA staff and clients. Incident reports are filed by Site Managers if security guards are not on site or not performing their duties correctly and reported to the vendor to be addressed and/or to dispatch a replacement.

FISCAL IMPACT

The proposed resolution would increase the not-to-exceed amount of the contract by \$9,418,515, for a total not to exceed \$23,393,091. Table 1 below summarizes the sources and uses of the proposed contract spending.

Table 1. Sources and Uses of Funds for Proposed Allied Universal Security Services Contract (FY 2018-19 through FY 2022-23)

Sources of Funds	FY 2018-19 (Actual)	FY 2019-20 (Actual)	FY 2020-21 (Actual and Budget)	FY 2021-22 (Proposed)	FY 2022-23 (Proposed)	Total
General Fund	\$2,876,516	\$2,449,041	\$3,200,040	\$3,174,138	\$3,247,577	\$14,947,312
Federal – Medical	\$306,828	\$261,231	\$341,338	\$338,575	\$346,408	\$1,594,380
Federal – CalWORKS	\$268,475	\$228,577	\$298,670	\$296,253	\$303,107	\$1,395,082
Federal – Food Stamps	\$191,768	\$163,269	\$213,336	\$211,609	\$216,505	\$996,487
Federal – Foster Care	\$38,354	\$32,654	\$42,667	\$42,322	\$43,301	\$199,297
Federal – FEMA	\$0	\$126,540	\$0	\$0	\$0	\$126,540
State – Food Stamps	\$115,061	\$97,962	\$128,002	\$126,966	\$129,903	\$597,892
State – CalWORKS	\$38,354	\$32,654	\$42,667	\$42,322	\$43,301	\$199,297
Subtotal	\$3,835,355	\$3,391,929	\$4,266,720	\$4,232,184	\$4,330,102	\$20,056,290
Contingency			\$1,073,216		\$856,229	\$1,929,445
Total Sources	\$3,835,355	\$3,391,929	\$5,339,936	\$4,232,184	\$5,186,331	\$21,985,735

Uses of Funds	FY 2018-19 (Actual)	FY 2019-20 (Actual)	FY 2020-21 (Actual and Budgeted)	FY 2021-22 (Proposed)	FY 2022-23 (Proposed)	Total
Allied Security Guard Salaries	\$3,835,355	\$3,391,929	\$4,266,720	\$4,232,184	\$4,330,102	\$20,056,290
Subtotal	\$3,835,355	\$3,391,929	\$4,266,720	\$4,232,184	\$4,330,102	\$20,056,290
Contingency (10%)			\$1,073,216		\$856,229	\$1,929,445
Total Uses	\$3,835,355	\$3,391,929	\$5,339,936	\$4,232,184	\$5,186,331	\$21,985,735

Source: Human Services Agency

As shown in Table 1 above, for the proposed contract extension period, approximately 68.2 percent of funding comes from the General Fund, approximately 19.1 percent comes from federal sources, and approximately 3.9 percent comes from state sources.³

The total actual and budgeted expenditures of the contract through FY 2020-21 and proposed expenditures through FY 2022-23 is \$21,985,735 based on an estimate of approximately 2,368 hours of labor needed per week for all sites. According to Ms. Leone, the increased contract amount is necessary to allow for the continued provision and payment of existing security guard services, as authorized under the original RFP. The proposed increase provides for 125,480 straight time hours, 2,000 overtime hours, and 640 Planned Parenthood⁴ hours annually. Under the proposed amendment, the straight time rate increases by approximately 2.33 percent from \$32.60 in FY 2021-22 to \$33.36 in FY 2022-23, and the overtime hourly rate increases by approximately 2.33 percent from \$48.90 in FY 2021-22 to \$50.04 in FY 2022-23. According to Ms. Leone, the increases are due to mandatory union pay increases and increased medical costs per the provider. There are no changes to the Planned Parenthood hourly rate of \$50.00. The breakdown of the cost estimate is shown in Table 2 below.

Table 2. Breakdown of Contract Cost Estimate (FY 2018-19 through FY 2022-23)

Term	July 2018 – June 2019	July 2019 – June 2020	July 2020 – June 2021	July 2021 – June 2022	July 2022 – June 2023	Total
Straight Time Rate	\$31.84	\$31.84	\$31.84	\$32.60	\$33.36	
Straight Time Hours	120,041	104,999	130,000	125,840	125,840	606,720
<i>Straight Time Subtotal</i>	<i>\$3,822,113</i>	<i>\$3,343,176</i>	<i>\$4,139,200</i>	<i>\$4,102,384</i>	<i>\$4,198,022</i>	<i>\$19,604,895</i>
Overtime Rate	\$47.76	\$47.76	\$47.76	\$48.90	\$50.04	
Overtime Hours	277	94	2,000	2,000	2,000	6,371
<i>Overtime Subtotal</i>	<i>\$13,241</i>	<i>\$4,478</i>	<i>\$95,520</i>	<i>\$97,800</i>	<i>\$100,080</i>	<i>\$311,119</i>
Planned Parenthood Rate	--	\$50.00	\$50.00	\$50.00	\$50.00	
Planned Parenthood Hours	--	103	640	640	640	2,023
<i>Planned Parenthood Subtotal</i>	<i>--</i>	<i>\$5,125</i>	<i>\$32,000</i>	<i>\$32,000</i>	<i>\$32,000</i>	<i>\$101,125</i>
Covid OTO Rate	--	\$75.00	--	--	--	
Covid OTO Hours	--	522	--	--	--	522
<i>Covid OTO Subtotal</i>	<i>--</i>	<i>\$39,150</i>	<i>--</i>	<i>--</i>	<i>--</i>	<i>\$39,150</i>
Total Security Costs	\$3,835,355	\$3,391,929	\$4,266,720	\$4,232,184	\$4,330,102	\$20,056,290
Contingency ⁵			\$1,073,216		\$856,229	\$1,929,445
Contract Not to Exceed	\$3,835,355	\$3,391,929	\$5,339,936	\$4,232,184	\$5,186,331	\$21,985,735

Source: Human Services Agency

³ This does not include the source of funding for contingency.

⁴ According to Ms. Leone, this is a Planned Parenthood DPH work order that provides security guard services at their San Francisco Health Center on specific days of the month. The services were requested by DPH to make sure protesters do not physically attack their patients while safety and security is maintained on the premises.

⁵ According to Ms. Leone, this includes FY 2020-21 contingency from the original contract (\$1,073,216) plus 10 percent of Year 4 and Year 5 (FY 2021-22 and FY 2022-23) proposed funding (\$856,229) for a total of \$1,929,445, which is 9.1 percent of the total contract amount.

As shown in Tables 1 and 2 above, actual and budgeted expenditures through FY 2020-21 and proposed expenditures through FY 2022-23 total \$21,985,735, which is \$1,407,357 less than the proposed contract amount of \$23,393,091. Therefore, the proposed resolution should be amended to reduce the not-to-exceed amount by \$1,407,357, from \$23,393,091 to \$21,985,735.

RECOMMENDATIONS

1. Amend the proposed resolution to reduce the requested not-to-exceed amount by \$1,407,357, from \$23,393,091 to \$21,985,735.
2. Approve the proposed resolution, as amended.

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of **July 1, 2021**, in San Francisco, California, by and between **Allied Universal Security Services, 545 Sansome Street, 6th Floor, San Francisco, CA 94111** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through the City’s Office of Contract Administration RFP 86602, issued December 2017, and this modification is consistent therewith; and

WHEREAS, the City’s Human Services Commission approved this Agreement on **May 27, 2021**;

WHEREAS, the City’s Board of Supervisors approved this Agreement by **[insert resolution number]** on **[insert date of Commission or Board action]**;

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the latter of: (i) **July 1, 2018**; or (ii) the Effective Date and expire on **June 30, 2023**, unless earlier terminated as otherwise provided herein.

2.2 **Compensation.** *Section 3.3.1 Payment of the Agreement currently reads as follows:*

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of HSA Contracts, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirteen Million, Nine Hundred Seventy-Four Thousand, Five Hundred Seventy-Six Dollars (\$13,974,576)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in **Appendix B-1**, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of HSA Contracts, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty-Three Million, Three Hundred Ninety-Three Thousand, Ninety-One Dollars (\$23,393,091)**. The breakdown of charges associated with this Agreement appears

in **Appendix B-1**, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Appendix A. Appendix A – Scope of Services of the Agreement describes the services to be provided.**

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

2.4 **Appendix B. Appendix B – Cost Schedule of the Aforesaid Agreement displays the original total amount of \$13,974,576.**

Such section is hereby superseded in its entirety by **Appendix B-1, Cost Schedule, pp. 1-6**, which displays the budget as herein modified to **\$23,393,091**.

2.5 **Appendix D. Appendix D – Locations for Security Services of the Agreement lists the current locations of security services under this Agreement.**

Such section is hereby superseded in its entirety by **Appendix D-1, Locations for Security Services**, attached to this Modification Agreement, which displays the revised list of locations for services to be provided under this Modification Agreement.

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

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

2.7 **Management of Private, Proprietary or Confidential Information and City Data. The following is hereby added and incorporated into Article 11 of the Agreement:**

11.13 **Management of Private, Proprietary or Confidential Information and City Data.**

11.13.1 **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.

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

11.13.3 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost

11.13.4 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

11.13.5 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

11.13.6 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the

performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

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

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

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

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

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a

candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2021.

Article 4 Legal Effect

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

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

CITY

Recommended by:

Trent Rhorer
Executive Director
Human Services Agency

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
David Ries
Deputy City Attorney

Approved:

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

By: _____

CONTRACTOR

Allied Universal Security Services

Christian Arno
General Manager
545 Sansome Street, 6th Floor
San Francisco, CA 94111

City Supplier number: 0000025762

Attached Appendices:

Appendix A-1: Services to be Provided

Appendix B-1: Cost Schedule

Appendix D-1: Location of Security Services

Appendix A-1: Scope of Services to be Provided
Allied Universal Security
HSA Security Services 18-23
July 1, 2018 to June 30, 2023

I. Purpose

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

II. Definitions

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

III. Specification of Contractor Requirements

Contractor's License

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

IV. Specification of Contractor Services and Responsibilities

A. Adequate Security Coverage through Personnel and Technology

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

B. Building Location Profiles

Prior to Contractor commencing work under this agreement the Department will provide to Contractor, Building Location Profiles of the seventeen (17) HSA sponsored sites that require security services and update the profiles as needed. These profiles will include the square footage, floors, hours, occupants, number of employees & clients, equipment, and traffic patterns and other comments, regarding each of the buildings. (See Locations of Service in Appendix D)

C. Staffing Based on Post Orders

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

D. Acknowledgement of Authority of Department Liaison Officer

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

E. Holidays

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

1. Edgewood Child Protective Center

The City holidays are as follows:

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

F. HSA Security Service Needs Subject to Change

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

G. Emergency and Urgent Service Requests

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

H. Annual Evaluation and Site Survey

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

I. Emergency and Disaster Preparations

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

J. Responsibilities of Contractor

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

Contractor as Employer

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

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

Removal and Replacement at Department's Discretion

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

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

K. Security Guard Roles and Responsibilities

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

L. Uniform and Equipment Requirements

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

- All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag at all times. The Human Services Agency reserves the right to require the wearing of one of two different styles of uniforms from Contractor's standard uniform inventory.
- Uniform shall consist of one dress uniform and one utility uniform (no jumpsuits). Prior to commencement of services under this Agreement, the Human Services Agency must approve all uniforms. Any changes in the uniform style or color will be at no cost to the City.
- The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Contractor shall provide to the guards on HSA sites:
 - Two-way security radios or cell phones with earphones to each guard (including one with a battery charger for the DLO)
 - Automobiles or other motor vehicles as required
 - All other equipment necessary to the successful execution of the services required under this Agreement.

In addition, verifiable time records shall be kept electronically and manually for each employee assigned to provide service under this Agreement. All such records will be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

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

1. Entrance Control: Contractor shall operate and enforce a system of personnel identification and a package inspection and movement procedure (path of travel). This shall include screening people entering specified HSA facilities for weapons by use of HSA-provided metal detectors or wands. Contractor shall monitor video surveillance equipment as detailed in post orders for each site.
2. Patrol: Contractor shall make security, fire and safety patrols as defined in the Mission Statement/Post Orders. Contractor shall assure a mixture of guards of each gender to adequately patrol and search restrooms as needed.
3. Rules and Regulations: Contractor shall comply with all Department rules and regulations and policies for the operation of each site. These rules, regulations and policies will be detailed in the posting orders for each site.
4. Lost and Found: Contractor shall manage procedures for lost and found articles as a part of entrance control procedures for each applicable site.
5. Unauthorized Access: Contractor shall discover and report persons attempting to gain unauthorized access to the property.
6. Reports and Records: Contractor shall prepare and submit required reports on accidents, fires, bomb threats, unusual incidents, unlawful acts and facility related concerns. Such reports shall be kept and transmitted electronically and must be legible.
7. Emergencies: Contractor shall respond to emergency situations as required by established procedures Contractor shall assist in the evacuation of buildings under direction of Department of Human Services Management
8. Safety: Contractor shall observe and report safety hazards as required by established procedures in the daily incident reports.
9. 24 Hour Emergency Response to Include Disaster Response
Contractor shall provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response in accordance with the protocols mutually established with the Department and documented in the Mission Partnership Statement/Posting Orders. When facility alarms are activated in any of the Department buildings, the response protocol is for the alarm company to notify Security Contractor first, security shall immediately notify the DLO or designee if it is determined that it is not a false alarm. The Contractor shall have procedures in place for response, investigation and if necessary, notification of the San Francisco Police Department.
10. Serving HSA communities
Contractor shall provide culturally competent staff where possible and shall have procedures to communicate with non- or limited-English speaking clients (particularly Spanish, Vietnamese, and Chinese and Russian-speaking clients). Bi-lingual HSA staff is

available at most building locations during hours of duty for assistance to the Contractor's staff with communications to non- or limited-English speaking clients.

11. Authorization of Overtime

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

12. Timesheets

Contractor will enforce proper segregation of duties in the approval of timesheets. Contractor must ensure the timekeeping process contains adequate checks and balances. Use of electronic time keeping systems shall be implemented within 90 days of the contract start dates as proposed in RFP #86602. All time records will be subject to auditing processes by the City.

N. Training

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

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

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

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

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

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

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

O. Electronic Time Accounting System

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

V. Contract Oversight

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

authority. The Contract Liaison Officer must first be approved by the Human Services Agency prior to assignment.

- E. Department and Contractor staff will meet on a regular basis (at least monthly) to plan training sessions and review the progress and performance of the program.

VII. Reporting Requirements

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

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

HSA Department Liaison Officer (DLO)
Joseph Villatoro (Joseph.Villatoro@sfgov.org)

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

B. Incident Reports

1. Written incident reports are required in each instance that:
 - Guard makes any physical contact with a member or members of the public, City staff or other guards.
 - Guard makes a citizen's arrest.
 - Guard is required to intervene between any two or more persons including other guards.
 - Guard witnesses or is told about any crime or suspected crime.
 - Guard witnesses or is told about any incident in which there is a potential injury whether or not medical attention is immediately required
 - Guard witnesses or is told about loss or damage to public or private property.
 - Guard discovers after hours any unlocked doors or any activated alarms, false or otherwise.
 - Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
 - Guard witnesses or is told about any other incident or unusual circumstance occurs that should be brought to Department's attention

- Guard is requested by HSA Support Services Director or HSA Investigations Director to make any report.
 - Guard observes any safety or hazardous condition at any HSA site.
2. Copies of all written incident reports are to be submitted by 9:00 A.M. of the next ordinary working day to HSA Department Liaison Officer electronically as proposed in response to RFP #86602 or as mutually agreed to by the DLO at address above.
 3. Contractor will immediately notify the Department Liaison Officer verbally or text whenever a serious incident occurs including those involving injury to HSA employees and/or clients, and/or significant property damage.

C. Quarterly Training Reports

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

D. Annual Report

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

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

E. Other Reports as required and mutually agreed to.

**Appendix B-1: Cost Schedule
HSA Security Services
July 1, 2018 – June 30, 2023**

**** Revised January 1, 2020**
** Revised March 1, 2020**
Mod #1 Effective July 1, 2021**

Budget Summary 7/1/2018 - 6/30/2023	
Year 1 (7/2018 – 6/2019)	\$4,234,720
Year 2 (7/2019 – 6/2020)	\$4,399,920
Year 3 (7/2020 – 6/2021)	\$4,266,720
Year 4 (7/2021 – 6/2022) - new	\$4,232,184
Year 5 (7/2022 – 6/2023) - new	\$4,330,102
Contract Total:	\$21,463,646
Contingency:	\$1,929,445
Contract Not to Exceed:	\$23,393,091

YEAR 1

Term: July 1, 2018 – June 30, 2019

Straight Time Hours: 130,000

Straight Time Billing Rate: \$31.84

Straight Time Subtotal: \$4,139,200

Overtime/Holiday Billing Hours: 2,000

Overtime/Holiday Billing Rate: \$47.76

Overtime/Holiday Subtotal: \$95,520

Total Security Costs: **\$4,234,720**

YEAR 2

Term: July 1, 2019 – June 30, 2020

Straight Time Hours: 130,000

Straight Time Billing Rate: \$31.84

Straight Time Subtotal: \$4,139,200

Overtime/Holiday Billing Hours: 2,000

Overtime/Holiday Billing Rate: \$47.76

Overtime/Holiday Subtotal: \$95,520

Additional Planned Parenthood Security Services – as of January 2020

Single Rate Hours: 640

Single Billing Rate: \$50.00
Additional Services Subtotal: \$32,000

Additional Covid-19 Security Services – as of March 2020

Single Rate Hours: 1,776 (March Only)
Single Billing Rate: \$75.00
Additional Services Subtotal: \$133,200

Total Security Costs: \$4,399,920

YEAR 3

Term: July 1, 2020 – June 30, 2021

Straight Time Hours: 130,000
Straight Time Billing Rate: \$31.84
Straight Time Subtotal: \$4,139,200

Overtime/Holiday Billing Hours: 2,000
Overtime/Holiday Billing Rate: \$47.76
Overtime/Holiday Subtotal: \$95,520

Additional Planned Parenthood Security Services

Single Rate Hours: 640
Single Billing Rate: \$50.00
Additional Services Subtotal: \$32,000

Total Security Costs: \$4,266,720

****New for Modification #1 – effective July 1, 2021:**

YEAR 4

Term: July 1, 2021 – June 30, 2022

Straight Time Hours: 125,840
Straight Time Billing Rate: \$32.60
Straight Time Subtotal: \$4,102,384

Overtime/Holiday Billing Hours: 2,000
Overtime/Holiday Billing Rate: \$48.90
Overtime/Holiday Subtotal: \$97,800

Additional Planned Parenthood Security Services

Single Rate Hours: 640
Single Billing Rate: \$50.00
Additional Services Subtotal: \$32,000

Total Security Costs: \$4,232,184

YEAR 5

Term: July 1, 2022 – June 30, 2023

Straight Time Hours: 125,840
Straight Time Billing Rate: \$33.36
Straight Time Subtotal: \$4,198,022

Overtime/Holiday Billing Hours: 2,000
Overtime/Holiday Billing Rate: \$50.04
Overtime/Holiday Subtotal: \$100,080

Additional Planned Parenthood Security Services

Single Rate Hours: 640
Single Billing Rate: \$50.00
Additional Services Subtotal: \$32,000

Total Security Costs: **\$4,330,102**

**Baseline Estimated hours derived from RFP specification of 130,000 straight-time hours and 2,000 overtime hours. Human Services Agency will pay Allied Universal for regular shifts that fall on holidays. Baseline hours were adjusted to 125,840 straight-time hours and 2,000 overtime hours (no change) for Y4 and Y5.*

BILLING RATE BREAKDOWN – Y1 to Y3 only

Notes:

- Bill rate breakdown based on average pay rate of \$18.39
- Bill rate breakdown does not apply to Additional Planned Parenthood Security Services
- Bill rate breakdown does not apply to Additional Covid-19 Security Services

Security Officer Pay Rate: \$ 18.39

PAYROLL TAXES:

FICA/Medicare \$1.41
Unemployment - Federal (FUTA) \$0.03
Unemployment - State (SUTA) \$0.25
Workers Compensation \$0.39
SF City Tax \$0.48

BENEFITS:

Health Care Insurance \$3.15
Life Insurance \$0.10
Vacation: \$0.71

Sick Leave	\$0.64
401(k) Ret Plan	\$0.15
Tuition As Assistance	\$0.04
Uniforms:	\$0.24
Training:	\$0.42

OTHER:

Selection/Screening	\$0.79
Management & Supervision	\$0.85
General Liability Insurance	\$0.65

OVERHEAD:

Branch Overhead	\$1.27
General & Administrative	\$0.64
Corporate/Regional Services	\$0.32
Nextel Radio/Phones	\$0.35
Profit	\$0.57
Straight Time Bill Rate	\$31.84

BILLING RATE BREAKDOWN – Y4 only

Notes:

- Bill rate breakdown based on average pay rate of \$18.89
- Bill rate breakdown does not apply to Additional Planned Parenthood Security Services

Security Officer Pay Rate: \$ 18.89

PAYROLL TAXES:

FICA/Medicare	\$1.45
Unemployment - Federal (FUTA)	\$0.03
Unemployment - State (SUTA)	\$0.26
Workers Compensation	\$0.40
SF City Tax	\$0.48

BENEFITS:

Health Care Insurance	\$3.35
Life Insurance	\$0.10
Vacation:	\$0.71
Sick Leave	\$0.64
401(k) Ret Plan	\$0.15
Tuition As Assistance	\$0.04
Uniforms:	\$0.24
Training:	\$0.42

OTHER:

Selection/Screening	\$0.79
Management & Supervision	\$0.85
General Liability Insurance	\$0.65

OVERHEAD:

Branch Overhead	\$1.27
General & Administrative	\$0.64
Corporate/Regional Services	\$0.32
Nextel Radio/Phones	\$0.35
Profit	\$0.57
Straight Time Bill Rate	\$32.60

BILLING RATE BREAKDOWN – Y5 only

Notes:

- Bill rate breakdown based on average pay rate of \$19.39
- Bill rate breakdown does not apply to Additional Planned Parenthood Security Services

Security Officer Pay Rate: \$ 19.39

PAYROLL TAXES:

FICA/Medicare	\$1.49
Unemployment - Federal (FUTA)	\$0.03
Unemployment - State (SUTA)	\$0.26
Workers Compensation	\$0.41
SF City Tax	\$0.48

BENEFITS:

Health Care Insurance	\$3.56
Life Insurance	\$0.10
Vacation:	\$0.71
Sick Leave	\$0.64
401(k) Ret Plan	\$0.15
Tuition As Assistance	\$0.04
Uniforms:	\$0.24
Training:	\$0.42

OTHER:

Selection/Screening	\$0.79
Management & Supervision	\$0.85
General Liability Insurance	\$0.65

OVERHEAD:

Branch Overhead	\$1.27
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General & Administrative	\$0.64
Corporate/Regional Services	\$0.32
Nextel Radio/Phones	\$0.35
Profit	\$0.57
Straight Time Bill Rate	\$33.36

Appendix D-1: Locations for Security Services
HSA Security Services 18-23
Locations subject to change during contract period
Effective July 1, 2021

Current List of Properties:

1. 170 Otis Street – 1 Supervisor, 8 officers
2. 617 Mission Street (DCS) – 2 officers
3. 1235 Mission Street – 2 Supervisors, 17 officers
4. 1650 Mission Street – 2 officers
5. 3120 Mission Street – 1 Supervisor, 6 officers
6. 3127 Mission Street – 1 officer
7. 1440 Harrison – 1 Supervisor, 5 officers
8. 1800 Oakdale – 2 officers
9. 3801 3rd Street - 1 officer
10. 1315 Evans Ave (APD) – 1 officer
11. 1099 Sunnysdale (DPH) – 2 officers
12. 100 Whitney Young Circle – 1 officer
13. 2 Gough Street – 2 officers
14. 705 Natoma/165 8th Street 1 officer
15. Planned Parenthood, as needed officers.

**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

Allied Universal Security Services

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between Allied Universal Security Services, 545 Sansome Street, 6th Floor, San Francisco, CA 94111 ("Contractor") and City.

Recitals

WHEREAS, the Human Services Agency ("Department") wishes to contract for unarmed security guard services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on December 15, 2017 and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 "City" or "the 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 Human Services Agency."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Allied Universal Security Services, 545 Sansome Street, 6th Floor, San Francisco, CA 94111.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are 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.

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

1.7 "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.

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

1.9 "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 The term of this Agreement shall commence on the latter of: (i) **July 1, 2018**; or (ii) the Effective Date and expire on **June 30, 2021**, unless earlier terminated as otherwise provided herein.

2.2 The City has the option to renew the Agreement for a period of up to two years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the

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

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of HSA Contracts, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirteen Million, Nine Hundred Seventy-Four Thousand, Five Hundred Seventy-Six Dollars (\$13,974,576)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the Human Services Agency approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement

may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due 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 furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

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

3.3.7 Grant Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement.

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years 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 Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

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

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

4.3 **Subcontracting.** 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. Contractor will not employ subcontractors.

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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property

Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

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

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

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

5.1.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

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

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

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

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

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

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

Article 7 Payment of Taxes

7.1 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 the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

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. The notice shall specify the date on which termination shall become effective.

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

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

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

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

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

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

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. 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 material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

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

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in 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.

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 the 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	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.9	Compliance with Laws

(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 continues for a period of ten days after written notice thereof from City to Contractor.

(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 approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses

incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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 by registered mail to the address set forth in 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	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.5	Dispute Resolution Procedure
6.1	Liability of City	11.6	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.7	Construction
Article 7	Payment of Taxes	11.8	Entire Agreement
8.1.6	Payment Obligation	11.9	Compliance with Laws
		11.10	Severability

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, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the 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 subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

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 www.sfgov.org under "Government."

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

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

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1. Personal Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

10.4.2. Protected Social Service and Personal Health Information. Contractor, all subcontractors, and all agents and employees of Contractor and any subcontractor shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of 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 Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination 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.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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 Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and the California Drug-Free Workplace Act of 1990 (Cal. Gov. Code, § 8350 et seq).

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure).

10.13 Reserved. (Working with Minors).

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 Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable

provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, 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. Chapter 12T 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 **Reserved. (Public Access to Nonprofit Records and Meetings)**

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 **Reserved. (Sugar-Sweetened Beverage Prohibition).**

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. (Preservative Treated Wood Products).**

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: **Elizabeth Léone, GB16
Senior Contracts Manager
Office of Contract Management
Human Services Agency
P.O. Box 7988
San Francisco, CA 94120-7988
Elizabeth.leone@sfgov.org**

To Contractor: **Christian Arno**
General Manager
Allied Universal Security Services
545 Sansome Street, 6th Floor
San Francisco, CA 94110
Christian.arno@aus.com

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

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

11.2.1 Reserved. (Payment Card Industry ("PCI") Requirements).

11.3 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.5 Dispute Resolution Procedure.

11.5.1 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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or

controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.5.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

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

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

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

11.6 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.

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

11.8 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.9 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

11.11 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.

11.12 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated January 30, 2018. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 MacBride And Signature

12.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

CONTRACTOR

Recommended by:

Allied Universal Security Services



Trent Rhorer
Executive Director
Human Services Agency

6/27/18

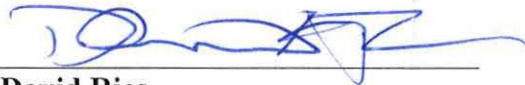
Michael E. Smidt
President, NW Region
545 Sansome Street, 6th Floor
San Francisco, CA 94111

City vendor number: **25762**

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



David Ries
Deputy City Attorney

Approved:



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

RH

JUL 27 '18 AM 7:31

Appendices:

- A: Scope of Services
- B: Calculation of Charges
- C: Method of Payment
- D: Locations of Service
- E: Security Guard Training Requirements

Received By:
JUL 6 '18 AM 8:04
Purchasing Department

Appendix A: Scope of Services to be Provided
Allied Universal Security
HSA Security Services 18-21
July 1, 2018 to June 30, 2021

I. Purpose

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

II. Definitions

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

III. Specification of Contractor Requirements

Contractor's License

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

IV. Specification of Contractor Services and Responsibilities

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

B. Building Location Profiles
Prior to Contractor commencing work under this agreement the Department will provide to Contractor, Building Location Profiles of the seventeen (17) HSA sponsored sites that require security services and update the profiles as needed. These profiles will include the square footage, floors, hours, occupants, number of employees & clients, equipment, and traffic patterns and other comments, regarding each of the buildings. (See Locations of Service in Appendix D)

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

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

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

- 1. Edgewood Child Protective Center

The City holidays are as follows:

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

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

G. Emergency and Urgent Service Requests

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

H. Annual Evaluation and Site Survey

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

I. Emergency and Disaster Preparations

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

J. Responsibilities of Contractor

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

Contractor as Employer

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

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

Removal and Replacement at Department's Discretion

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

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

K. Security Guard Roles and Responsibilities

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

L. Uniform and Equipment Requirements

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

- All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag at all times. The Human Services Agency reserves the right to require the wearing of one of two different styles of uniforms from Contractor's standard uniform inventory.
- Uniform shall consist of one dress uniform and one utility uniform (no jumpsuits). Prior to commencement of services under this Agreement, the Human Services Agency must approve all uniforms. Any changes in the uniform style or color will be at no cost to the City.
- The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Contractor shall provide to the guards on HSA sites:
 - Two-way security radios or cell phones with earphones to each guard (including one with a battery charger for the DLO)
 - Automobiles or other motor vehicles as required
 - All other equipment necessary to the successful execution of the services required under this Agreement.

In addition, verifiable time records shall be kept electronically and manually for each employee assigned to provide service under this Agreement. All such records will be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

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

1. Entrance Control: Contractor shall operate and enforce a system of personnel identification and a package inspection and movement procedure (path of travel). This shall include screening people entering specified HSA facilities for weapons by use of HSA-provided metal detectors or wands. Contractor shall monitor video surveillance equipment as detailed in post orders for each site.
2. Patrol: Contractor shall make security, fire and safety patrols as defined in the Mission Statement/Post Orders. Contractor shall assure a mixture of guards of each gender to adequately patrol and search restrooms as needed.
3. Rules and Regulations: Contractor shall comply with all Department rules and regulations and policies for the operation of each site. These rules, regulations and policies will be detailed in the posting orders for each site.
4. Lost and Found: Contractor shall manage procedures for lost and found articles as a part of entrance control procedures for each applicable site.
5. Unauthorized Access: Contractor shall discover and report persons attempting to gain unauthorized access to the property.
6. Reports and Records: Contractor shall prepare and submit required reports on accidents, fires, bomb threats, unusual incidents, unlawful acts and facility related concerns. Such reports shall be kept and transmitted electronically and must be legible.
7. Emergencies: Contractor shall respond to emergency situations as required by established procedures Contractor shall assist in the evacuation of buildings under direction of Department of Human Services Management
8. Safety: Contractor shall observe and report safety hazards as required by established procedures in the daily incident reports.
9. 24 Hour Emergency Response to Include Disaster Response
Contractor shall provide twenty-four (24) hour emergency response services and establish a chain of command to ensure adequate emergency response in accordance with the protocols mutually established with the Department and documented in the Mission Partnership Statement/Posting Orders. When facility alarms are activated in any of the Department buildings, the response protocol is for the alarm company to notify Security Contractor first, security shall immediately notify the DLO or designee if it is determined that it is not a false alarm. The Contractor shall have procedures in place for response, investigation and if necessary, notification of the San Francisco Police Department.
10. Serving HSA communities
Contractor shall provide culturally competent staff where possible and shall have procedures to communicate with non- or limited-English speaking clients (particularly

Spanish, Vietnamese, and Chinese and Russian-speaking clients). Bi-lingual HSA staff is available at most building locations during hours of duty for assistance to the Contractor's staff with communications to non- or limited-English speaking clients.

11. Authorization of Overtime

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

12. Timesheets

Contractor will enforce proper segregation of duties in the approval of timesheets. Contractor must ensure the timekeeping process contains adequate checks and balances. Use of electronic time keeping systems shall be implemented within 90 days of the contract start dates as proposed in RFP #86602. All time records will be subject to auditing processes by the City.

N. Training

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

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

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

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

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

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

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

O. Electronic Time Accounting System

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

V. Contract Oversight

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

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

VII. Reporting Requirements

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

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

HSA Department Liaison Officer (DLO)
Joseph Villatoro (Joseph.Villatoro@sfgov.org)

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

B. Incident Reports

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

- Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
 - Guard witnesses or is told about any other incident or unusual circumstance occurs that should be brought to Department's attention
 - Guard is requested by HSA Support Services Director or HSA Investigations Director to make any report.
 - Guard observes any safety or hazardous condition at any HSA site.
2. Copies of all written incident reports are to be submitted by 9:00 A.M. of the next ordinary working day to HSA Department Liaison Officer electronically as proposed in response to RFP #86602 or as mutually agreed to by the DLO at address above.
 3. Contractor will immediately notify the Department Liaison Officer verbally or text whenever a serious incident occurs including those involving injury to HSA employees and/or clients, and/or significant property damage.

C. Quarterly Training Reports

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

D. Annual Report

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

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

6. Issues of concern that should be brought to Department's attention and other recommendations.

E. Other Reports as required and mutually agreed to.

**Appendix B: Cost Schedule
HSA Security Services
July 1, 2018 – June 30, 2021**

Budget Summary 7/1/2018 - 6/30/2021	
Year 1 (7/2018 – 6/2019)	\$4,234,720
Year 2 (7/2019 – 6/2020)	\$4,234,720
Year 3 (7/2020 – 6/2021)	\$4,234,720
Contract Total:	\$12,704,160
10% Contingency	\$1,270,416
Contract Not to Exceed:	\$13,974,576

YEAR 1

Term: July 1, 2018 – June 30, 2019

Straight Time Hours: 130,000

Straight Time Billing Rate: \$31.84

Straight Time Subtotal: \$4,139,200

Overtime/Holiday Billing Hours: 2,000

Overtime/Holiday Billing Rate: \$47.76

Overtime/Holiday Subtotal: \$95,520

Total Security Costs: **\$4,234,720**

YEAR 2

Term: July 1, 2019 – June 30, 2020

Straight Time Hours: 130,000

Straight Time Billing Rate: \$31.84

Straight Time Subtotal: \$4,139,200

Overtime/Holiday Billing Hours: 2,000

Overtime/Holiday Billing Rate: \$47.76

Overtime/Holiday Subtotal: \$95,520

Total Security Costs: **\$4,234,720**

YEAR 3

Term: July 1, 2020 – June 30, 2021

Straight Time Hours: 130,000

Straight Time Billing Rate: \$31.84

Straight Time Subtotal: \$4,139,200

Overtime/Holiday Billing Hours: 2,000

Overtime/Holiday Billing Rate:	\$47.76
Overtime/Holiday Subtotal:	\$95,520
Total Security Costs:	\$4,234,720

**Baseline Estimated hours derived from RFP specification of 130,000 straight-time hours and 2,000 overtime hours. Human Services Agency will pay Allied Universal for regular shifts that fall on holidays.*

BILLING RATE BREAKDOWN

Note: Bill rate breakdown based on average pay rate of \$18.39

Security Officer Pay Rate: \$ 18.39

PAYROLL TAXES:

FICA/Medicare	\$1.41
Unemployment - Federal (FUTA)	\$0.03
Unemployment - State (SUTA)	\$0.25
Workers Compensation	\$0.39
SF City Tax	\$0.48

BENEFITS:

Health Care Insurance	\$3.15
Life Insurance	\$0.10
Vacation:	\$0.71
Sick Leave	\$0.64
401(k) Ret Plan	\$0.15
Tuition As Assistance	\$0.04
Uniforms:	\$0.24
Training:	\$0.42

OTHER:

Selection/Screening	\$0.79
Management & Supervision	\$0.85
General Liability Insurance	\$0.65

OVERHEAD:

Branch Overhead	\$1.27
General & Administrative	\$0.64
Corporate/Regional Services	\$0.32
Nextel Radio/Phones	\$0.35
Profit	\$0.57
Straight Time Bill Rate	\$31.84

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Contract Agreement, payments shall be made for the hourly rate incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

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

Appendix D: Locations for Security Services
HSA Security Services 18-21
Locations subject to change during contract period

Current List of Properties:

1. 170 Otis Street – 1 Supervisor, 8 officers
2. 160 South Van Ness Ave – 1 officer
3. 617 Mission Street (DCS) – 2 officers
4. 1235 Mission Street – 2 Supervisors, 17 officers
5. 1650 Mission Street – 1 officer
6. 3120 Mission Street – 1 Supervisor, 6 officers
7. 3127 Mission Street – 1 officer
8. 1440 Harrison – 1 Supervisor, 5 officers
9. 1800 Oakdale – 2 officers
10. 3801 3rd Street - 1 officer
11. 1315 Evans Ave (APD) – 1 officer
12. 1099 Sunnydale (DPH) – 2 officers
13. 100 Whitney Young Circle – 1 officer
14. 2 Gough Street – 2 officers
15. 705 Natoma/165 8th Street 1 officer
16. 2681 28th Avenue – 2 officers

Parking Lots:

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

Appendix E - Security Guard Training Requirements

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES Title 16, Division 7 of the California Code of Regulations

ARTICLE 9. SKILLS TRAINING COURSE FOR SECURITY GUARDS

§643. SKILLS TRAINING COURSE FOR SECURITY GUARDS

(a) The course of skills training for registered security guards shall follow the standards prescribed by section 7583.6(b) of the Business and Professions Code. The attached Appendix sets forth the subjects that shall be taught and the maximum number of hours that shall be allowed towards meeting required training.

(b) For each course, or series of courses, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course.

The certificate shall identify the course(s) taken, the number of hours of training provided, identification of the issuing entity, name of the individual and instructor and a date, and state that the course(s) comply with the Department of Consumer Affairs' Skills Training Course for Security Guards. The certificate shall be serially numbered for tracking.

Note: Authority cited: Section 7581, Business and Professions Code. Reference: Sections 7583.6 and 7583.7, Business and Professions Code.

I. POWER TO ARREST COURSE OUTLINE

The Power to Arrest Course consists of four (4) hours of training in both of the following two (2) subjects:

A. Powers to Arrest 4 hours

Objective: To familiarize and instruct the individual on the training topics delineated at Business and Professions Code section 7583.7, including, without limitation, legal aspects, techniques, liability, and company requirements relating to the arrest of an individual. The training will utilize the Department of Consumer Affairs' Power to Arrest Training Manual and may include lecture, discussion, exercises and role-playing.

1. Overview of Power to Arrest Manual and subject matter.
2. Definition of arrest and discussion on the implications to the subject, the guard and the company.
3. Lecture/discussion on escalation and de-escalation techniques in the use of force.
4. Lecture/discussion in the use of restraint techniques and their implications.
5. Discussion of trespass laws and implications of enforcement.
6. Completion of the Power to Arrest Training Manual Test with 100% score in accordance with the Manual's Administering Instructions.

B. Weapons of Mass Destruction (WMD) & Terrorism Awareness 4 hours

Objective: To familiarize and instruct the individual on the subject matter and observation skills required to identify and report precursor activities to a terrorist event, react appropriately, report the occurrence of a terrorist event, and remain safe while helping control the scene after a terrorist event. The training will utilize the Department of Consumer Affairs' Weapons of Mass Destruction & Terrorism Awareness for Security Professionals course consisting of a Digital Video Disk (DVD), Student Workbook and Facilitator Manual.

1. Introduction and overview of the training.
2. The Role of a Security Officer.
3. The Nature of Terrorism.
4. Weapons of Mass Destruction.
5. Coordinating and Sharing of Critical Information.

II. MANDATORY COURSES OUTLINE OF COURSES

Objective: To familiarize and instruct the individual in basic skills and provide a common body of knowledge in the performance of security guard work. All courses shall include information and subject matter pertaining to the outline provided. Additionally, all courses shall include written material, lecture or exercises to assure that the individual comprehends the subject matter presented. Every newly licensed or employed security guard shall complete two of the mandatory courses within thirty (30) days from the day the guard's registration card is issued (8 hours) or the day the guard begins employment. The remaining two mandatory courses each consisting of four (4) hours of instruction, shall be completed within the first six (6) months from the day the guard registration card is issued or the day the guard begins employment as a security guard. Pursuant to Business and Professions Code Section 7583.6 (b) the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the Mandatory Courses.

A. Public Relations (Community & Customer) 4 hours

1. Recognizing Gender & Racial Harassment & Discrimination
2. Respect:
 - Stereotyping
 - Attitude
3. Verbal Skills / Crisis Intervention
4. Introduction to Diversity
5. Substance Abuse & Mental Illness
6. Ethics & Professionalism
 - Appearance
 - Command Presence
 - Proper Conduct

B. Observation & Documentation 4 hours

1. Report Writing
2. English as a Second Language
3. Observation and Patrol Techniques
4. Asking Appropriate Questions
5. Observing Suspects / Suspicious Activity

C. Communication and its Significance 4 hours

1. Internal
 - Protocols Pursuant to Contract (Who to Contact & When)
 - Radio / Monitors
 - Other Technology
2. External
 - Emergency / First Responders
 - Medical Personnel
 - Police / Sheriff / Other Enforcement
 - City Services / Government Services

D. Liability / Legal Aspects 4 hours

1. Personal / Contractor / Employer
2. Criminal, Civil, Administrative
3. BSIS Code & Regulations
4. Role of a Security Guard

III. ELECTIVE COURSE OUTLINES

Objective: To familiarize and instruct the individual in basic employer requirements relating to the performance of guard duties. Additionally, to provide the employer and the individual with the opportunity to select additional course work to improve the skills and knowledge of the individual. The listed courses should include a mixture of written materials, lecture and exercises. The hours listed are the maximum number of hours that will be accepted as part of the 16 hours of elective training mandated by the Business and Professions Code section 7583.6. Every newly licensed security guard shall complete a minimum of eight (8) hours of elective courses within thirty (30) days from the day the security guard's registration card is issued or the day the guard begins employment. An additional eight (8) hours of elective courses shall be completed within the first six (6) months from the day the security guard's registration card is issued or the day the guard begins employment. Pursuant to Business and Professions Code Section 7583.6 (b), the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the elective courses.

A. Post Orders & Assignments 4 Hrs. Maximum

1. Site Specific Training
2. Equipment
 - Monitoring
 - Communication
 - Alarms
 - Elevators, Etc.
3. Emergency Response Issues
4. Liability Implications
5. Lost / Found Articles

B. Employer Policies / Orientation 4 Hrs. Maximum

1. Employer Reports / Paperwork
2. Reporting Processes / Procedures
3. Tax Forms, Health Forms, Etc.
4. Uniforms
5. Work Schedules
6. Other Internal Policies, Processes or Procedures
7. Employer Use of Force Policy

C. Evacuation Procedures 2 Hrs. Maximum

1. Emergency Procedures Related to Life / Safety and Acts of Nature
2. Working Knowledge of Evacuation Routes
 - Stairs
 - Elevators
 - Doors
3. Power Outage
4. Specific Points of Contact

D. Officer Safety 4 Hrs. Maximum

1. Threat Assessment
2. Subject Contact
3. Safety Awareness
4. Blood Borne Pathogens
5. Environmental /Hazardous Materials

**E. Arrests, Search & Seizure 4 Hrs. Maximum
(more advanced than PTA course)**

1. PC 836, 837 & the Differences
2. US Constitution & Amendments Impacting Guard Responsibilities
3. Loss Prevention
4. Merchant Law
5. Use of Force

F. Access Control 2 Hrs. Maximum

1. Identification Procedures
2. Electronic Use/CCTV
3. Non-electronic procedures

G. Trespass 4 Hrs. Maximum

1. Open Land
2. Private Property
3. Private Building
4. Public Property
5. Places of Public Accommodation/Public Access

H. Laws, Codes, Regulations and Ordinances 2 Hrs. Maximum

1. Specific to Post Assignment

I. First Aid / CPR 4 Hrs. Maximum

1. American Red Cross Courses
2. American Heart Association Courses
3. Automatic Defibrillator Devices (AED's)

J. Handling Difficult People 4 Hrs. Maximum

1. Communications
2. Conflict Management
3. Speaking Constructively
4. Valuing Diversity
5. Negotiating
6. Verbal Diffusion

K. Work Place Violence 4 Hrs. Maximum

1. Detecting Unusual Behavior / Warning Signs
 - Worker to Worker
 - Client to Customer
 - Supervisor to Subordinate
2. Anger Management
3. Valuing Diversity
4. Personal Security
5. Reporting

L. Chemical Agents 4 Hrs. Maximum

1. Tear Gas Use and Effects
2. Pepper Spray Use and Effects
3. Air Borne Chemical Agents
4. Water Borne Chemical Agents

M. Preserving the Incident Scene 4 Hrs. Maximum

1. Identifying Evidence
2. Care and Handling of Evidence
3. Securing the Immediate Area
4. Legal Issues to Evidence Tampering and/or Removal
5. Witness/Participant Identification

N. Crowd Control 4 Hrs. Maximum

1. Controlling Boisterous Celebrations
2. Handling Disputes
3. Confronting Conflicts Constructively
4. Planning for Civil Disobedience / Disturbances
5. Labor Actions, Disputes, Workplace Stoppages

O. Driver Safety 4 Hrs. Maximum

1. Cars
2. Bicycles
3. Golf Carts

P. Supervision 4 Hrs. Maximum

1. Roles and Responsibilities
2. Legal Liability

Q. Courtroom Demeanor 4 Hrs. Maximum

R. Parking / Traffic Control 2 Hrs. Maximum

S. Radio Procedures 2 Hrs. Maximum

T. BSIS's Certified Course in Firearms Training 8 Hrs Maximum

U. BSIS's Certified Course in Baton Training 4 Hrs. Maximum

V. School Security Guard Training 8 Hrs. Maximum
(In compliance with Bureau developed Training Syllabus)

W. Introduction to Executive Protection 4 Hrs. Maximum

X. Annual Firearms Requalification 4 Hrs. Maximum

Y. Fire Safety Course 4 Hrs. Maximum

Z. Course in the Use of a Stun Gun or Air Taser 4 Hrs. Maximum

IV. Continuing Education

Objective: To provide additional or remedial instruction in private security subject matter. The continuing education requirement, of an additional 8 hours annually pursuant to Business and Professions Code Section 7583.6(f) (1), commenced on January 5, 2005.

The annual training may be provided by an independent training entity or may be provided by the employer. Employer provided training should be supported by evaluation of the licensed guards' skills. The annual training may repeat previous course(s), or may provide additional course(s) on topics applicable to private security work.

The Mandatory and Elective courses with 4 hour maximum time limitations for the initial Skills Training Course For Security Guards may be expanded in depth to 8 hour courses, with the exception of the WMD and Terrorism Awareness, to meet the annual training hours.

Additionally, training in use of specific types of batons or a four (4) hour refresher course every other year may also be utilized to meet the continuing education requirements.

For each course completed, the training entity or company providing the training shall issue a Certificate of Completion to the individual completing the course in compliance with the appearance requirements stated in Title 16, California Code of Regulations, section 643 (b).



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

Department of Benefits
and Family Support

May 7, 2021

Department of Disability
and Aging Services

Office of Early Care
and Education

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

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

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

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize the first amendment of the contract between the City and County of San Francisco and Allied Universal Security for the total contract amount of \$23,393,091 for the period of July 1, 2018 to June 30, 2023.



London Breed
Mayor

The purpose of this contract is to provide unarmed security guard services at Human Services Agency sites and facilities. This amendment will extend services for two more years.

Trent Rhorer
Executive Director

Because this action involves certification of a contract which exceeds \$10,000,000, the Department is requesting approval from the Board of Supervisors in accordance with the Administrative Code.

Attached please find a copy of the proposed resolution. Esperanza Zapien, HSA Director of Contracts, (esperanza.zapien@sfgov.org) can provide further information.



SAN FRANCISCO
HUMAN SERVICES AGENCY

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

Please schedule this item for the earliest meeting possible, as this is a time sensitive matter. Please notify Ms. Zapien when the matter has been processed.

Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trent L. Rhorer".

Trent Rhorer
Executive Director



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210529

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Elizabeth Leone	415-557-5727
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HSA Human Services Agency	elizabeth.leone@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Allied Universal Security Services	TELEPHONE NUMBER 415-926-6401
STREET ADDRESS (including City, State and Zip Code) 545 Sansome St, 6th Fl, San Francisco, CA 94111	EMAIL christian.arno@aus.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 210529
DESCRIPTION OF AMOUNT OF CONTRACT \$23,393,091		
NATURE OF THE CONTRACT (Please describe) Contractor will continue to provide unarmed security guard services at various HSA sites.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Jones	Steve	CEO
2	Sause	Andy	Other Principal Officer
3	Brandt	Tim	CFO
4	Bruckman	David	Other Principal Officer
5			
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

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

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

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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