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
Good Guard Security Inc.
TC86604

AGREEMENT

This Agreement is made this first day of July, 2024, in the City and County of San Francisco ("City"), State of California, by and between Good Guard Security Inc. and 21622 Plummer St. Suite 200, Chatsworth, CA 91311 ("Contractor") and City.

Recitals

WHEREAS, the Office of Contract Administration on behalf of the Human Services Agency ("Department") wishes to procure unarmed security guard services from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 0000008334; and

WHEREAS, this Contract is exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, this Agreement was approved by the Board of Supervisors pursuant to the requirements of City Charter Section 10.104-15 on July 19, 2022 under Resolution 336-22; and

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

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 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 all City Departments authorized to utilize this Agreement for the purpose of securing the Services described herein.

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

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

1.5 "Confidential Information" means confidential City information including, but not limited to, 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).

1.6 "Contractor" means Good Guard Security Inc. and 21622 Plummer St. Suite 200, Chatsworth, CA 91311.

1.7 "Deliverables" means Contractor's work product resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product (if any) described in Appendix A.

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

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

1.10 "Services" means the work performed by Contractor under this Agreement as specifically described in 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 July 1, 2024 and expire on June 30, 2029, unless earlier terminated as otherwise provided herein.

2.2 **Options.** The City has the option to renew the Agreement for a period of two (2) additional years, for a total contract term of seven (7) 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."

2.3 **Reserved (No Automatic Renewal).**

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 **Calculation of Charges.** 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 City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Thirty Three Million, Seventy Six Hundred Thousand Dollars ($33,760,000)** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until City approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to cure Services provided in an unsatisfactory manner, even if the unsatisfactory character may have been apparent or detected at the time such payment was made. Services delivered pursuant to this Agreement 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. Contractor shall not stop providing Services 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 include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information may not be processed for payment.

3.3.5 **Reserved (LBE Payment and Utilization Tracking System).**

3.3.6 **Getting paid by the City for Services.**

(a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

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. The incorporated terms may be found in Appendix E, "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

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

3.3.8 **Payment Terms.**

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

(b) **Payment Discount Terms:** The Payment Discount Terms for this Agreement are as follows: 0.5%. The Payment Discount period begins upon date of completion of delivery of the Services on a Purchase Order for which payment is sought, or upon date of receipt of properly prepared invoices covering such items, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

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 the Services. Contractor will permit City to audit, examine, copy, and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify Contractor in writing, 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.

3.6 **Payment of Prevailing Wages**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by San Francisco Labor and Employment Code Article 102 (**102.11**) (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

(a) **Security Guard Services.** This Agreement is subject to the prevailing wage requirements of Labor and Employment Code Article 102.1 and Article 102.11, which are incorporated by reference as terms of this Agreement. Contractor agrees that any employee engaged in security guard services (as defined in Article 102.11) shall be paid not less

than the Prevailing Rate of Wages, as fixed and determined by the Board of Supervisors pursuant to Labor and Employment Code Article 102.1. Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the prevailing wage rate requirement imposed by this Article.

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

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

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

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

3.6.3 **Covered Services.** Services to be performed by Contractor under this Agreement involve Security Guard Services. Such services are subject to Administrative Code Section 21C.11. The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.4 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement ("OLSE") and on the Internet at http://www.dir.ca.gov/DLSR/PWD and http://sfgov.org/olse/prevailing-wage. Contractor agrees

that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.5 **Subcontract Requirements.** As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.6 **Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where services covered by Chapter 6.22 are to be performed**.**

3.6.7 **Payroll Records.** As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.8 **Certified Payrolls.** Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.9 **Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by

the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

3.7 **Reserved (Displaced Worker Protection Act).**

Article 4 Services

4.1 **Reserved (Primary and Secondary Contractors).**

4.2 **Reserved (Term Agreement – Indefinite Quantities).**

4.3 **Personnel**

4.3.1 **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.

4.3.2 **Reserved.**

4.4 **Reserved.**

4.5 **Services.**

4.5.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A. 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 Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.5.2 **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.

4.5.3 **Awarded Services.** If, during the term of the Agreement, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, it is understood and agreed that the service will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for Services performed prior to the cancellation date. City shall give Contractor ten days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing in writing, which can include email, certified mail, registered mail, or other trackable mail, 30 days in advance of any changes in the Services required in the Agreement. Any changes made without the approval of Purchasing will constitute a Default.

4.5.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses**

(a) Independent Contractor. For the purposes of this Section 4.5, "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 delivers the Services required by this Agreement 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 any of the obligations pursuant to this Agreement, 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.

(b) Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.5 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.6 **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.

4.7 **Reserved (Liquidated Damages).**

4.8 **Reserved (Performance Bond).**

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

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

4.11 **Usage Reports by Contractor.**

4.11.1 Each year, on the anniversary date of this Agreement, Contractor shall provide City with a usage report consisting of all Purchase Orders issued by City, any corresponding invoices and payments by date. Contractor shall email reports to OCAVendor.Reports@sfgov.org.

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

OCA Supplier Reporting
Re: Term Contract No. 86604
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

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

4.12 **Reserved (Warranty).**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

(a) Commercial General Liability Insurance with limits not less than $10,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.

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

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

(d) Reserved (Professional Liability Insurance).

(e) Reserved (Technology Errors and Omissions Liability Insurance).

(f) Reserved (Cyber and Privacy Coverage).

(g) Reserved (Pollution Liability Insurance).

5.1.2 **Additional Insured Endorsements**

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

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

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 **Waiver of Subrogation Endorsements**

(a) 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.

5.1.4 **Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 **Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

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

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until 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.

(e) Before delivering 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.

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

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all 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.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by 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 **Possessory Interest Taxes.** 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.

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.

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 may include any or all of the following, without limitation:

(a) Halting the performance of all obligations 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 Services.

(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 obligations 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 the cost of all Services delivered prior to City's notice of termination. City's payment obligation pursuant to this Subsection 8.1.3 shall be subject to Section 3.3.2 of this Agreement.

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 listed in Section 8.1.2. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services rendered by Contractor 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 8.1.2.

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 the Services rendered 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 rendered by Contractor under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 **Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or 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. This Section 8.2.2 shall survive termination of this Agreement.

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		9.2	Works for Hire
3.3.7	Grant Funded Contracts		11.6	Dispute Resolution Procedure
3.4	Audit and Inspection of Records		11.7	Agreement Made in California; Venue
3.5	Submitting False Claims		11.8	Construction
Article 5	Insurance and Indemnity		11.9	Entire Agreement
6.1	Liability of City		11.10	Compliance with Laws
6.3	Liability for Incidental and Consequential Damages		11.11	Severability
Article 7	Payment of Taxes		Article 12	Department Specific Terms
8.1.6	Payment Obligation		Article 13	Data and Security
9.1	Ownership of Results		Appendix D	Business Associate Agreement

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 for the purposes of this Agreement, 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 http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify 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 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant

in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements**

10.5.1 **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 **Local Business Enterprise and 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 **Reserved (Minimum Compensation Ordinance).** Labor and Employment Code Article 111 (Minimum Compensation Ordinance) applies to this Agreement. Where the amount paid to an employee pursuant to the Minimum Compensation Ordinance exceeds what is due pursuant to Prevailing Wage, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.8 **Reserved (Health Care Accountability Ordinance).**

10.9 **Reserved (First Source Hiring Program).**

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/or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved.

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, proposal or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 **Reserved (Slavery Era Disclosure).**

10.13 **Working with Minors.** In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing Services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing Services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied

setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

10.14 **Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Public Access to Nonprofit Records and Meetings.** If Contractor is a non-profit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein; and receives a cumulative total per year of at least $250,000 in City or City-administered funds and as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Distribution of Beverages and Water.**

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

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

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.

10.18.1 **Reserved.**

10.19 **Reserved (Preservative Treated Wood Products).**

10.20 **Reserved (Sweat Free Procurement).**

10.21 **Environment Code Chapter 5, Resource Conservation Ordinance.**

10.21.1 **Reserved (Printing Services and/or Writing Paper Products).** This Agreement is for printing services and/or writing paper products. Contractor certifies that these paper products meet the minimum content of post-consumer material set forth in §506 of the Environment Code and, unless granted a written exception by the City, to print on both sides of the paper.

10.21.2 **Reserved (Collection of Recyclable Materials).**

10.22 **Prop J Approval.** This Agreement is subject to the requirements of City Charter Section 10.104-15. Approval by the Controller and the Board of Supervisors will be required for each year through the term of this Agreement. Should the Controller determine that the requirements of City Charter Section 10.104-15 (that contractual services can be performed at a lower cost than if services were performed by City employees) have not been met, City reserves the right to terminate this Agreement.

10.23 **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Agreement without prior written permission of Purchasing.

Article 11 General Provisions

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

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

	Email: OCA@sfgov.org Phone: (415) 554-6743 Fax: (415) 554-6717
To Contractor:	Good Guard Security, Inc. Shawn Helmandi, Senior Director 21622 Plummer St. Suite 200 Chatsworth, CA 91311 Email: shawn@goodguardsecurity.com Phone: 1-800-651-0491 ext. 1000

Any notice of default must be sent by registered mail or other trackable overnight 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.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §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.

11.5 **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.

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of Services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, 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.

11.6.2 **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.

11.6.3 **Health and Human Service Contract Dispute Resolution Procedure.** If this Agreement is with a health and human services nonprofit, the Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in this Agreement and incorporated herein by this reference.

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

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

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of 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.

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

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the Services described herein in accordance with the terms and conditions of this Agreement. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's

terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's bid and/or proposal, and Contractor's printed terms, respectively.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to 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.

11.15 **Cooperative Agreement.** Contractor agrees that during the term of this Agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this Agreement to obtain some or all of the Services to be provided by Contractor under the same terms and conditions as the City.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the Parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either Party by any person who is not a party hereto.

12.2 Exclusion Lists and Employee Verification.

12.2.1 Contractor acknowledges that some or all of the Services that Contractor furnishes to City under this Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by City to Federal or State health care programs. By executing this Agreement Contractor certifies that it is not currently, and shall not during the term of this Agreement become, excluded, directed to be excluded, suspended, ineligible or otherwise sanctioned from participation in any Federal or State assistance programs. Contractor shall notify City, as provided in Section 11.1 ("Notices to the Parties"), within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Agreement. Contractor agrees to indemnify and hold harmless City and City's officers, directors, employees, agents, successors and permitted assigns from and against any and all (including but not limited to Federal, State, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys' fees) arising from the exclusion, suspension, ineligibility, or other sanction of Contractor and/or Contractor's workforce (including those who oversee Contractor's workforce, supervisors and governing body members) from participation in any Federal or State assistance program.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services under this Agreement. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services pursuant to this Agreement, 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, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 **Reserved (Payment Card Industry ("PCI") Requirements).**

13.3 **Business Associate Agreement.**

The Parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The Parties acknowledge that CONTRACTOR will:

1. ☐ Do **at least one** or more of the following:

A. Create, receive, maintain, or transmit PHI for or on behalf of City (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from City or another Business Associate of City, as part of providing Services to or for City including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for City and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

For purposes of this Agreement, Contractor is a Business Associate of CITY, as defined under HIPAA. Contractor must comply with and complete the Business Associate Agreement and attestations attached to this Agreement.

2.☒ **NOT do any of the activities listed above in subsection 1;**

Contractor is not a Business Associate of CITY. A Business Associate Agreement and Attestations are not required for the purposes of this Agreement.

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

13.5 **Management of City Data and Confidential Information**

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

13.6 **Disposition of Confidential Information**. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing,"

"purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

Article 14 MacBride And Signature

14.1 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

Recommended by:

Annyse Acevedo
Supervising Purchaser
Office of Contract Administration

Approved as to Form:

David Chiu
City Attorney

By: _____
Charles Bruce
Deputy City Attorney

Approved:

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

CONTRACTOR

Good Guard Security, Inc.

Shawn Helmandi
Region President
21622 Plummer St., Suite 200
Chatsworth, CA 91311

City Supplier Number: 0000053121

A:	Scope of Services
B:	Calculation of Charges
C:	Regulatory and Compliance Requirements
D:	Reserved (BAA).
E:	Grant Terms

Appendix A

Scope of Work

I. Timeline for All Deliverables throughout the Agreement Term
- **A.** Transition Deliverables
- **B.** Daily Deliverables
- **C.** Weekly Deliverables
- **D.** Annual Deliverables
- **E.** As-Applicable Deliverables

II. Personnel Duties by Personnel Types
- **A.** Central Communications Center Personnel
- **B.** Account Manager
- **C.** Administrative Support
- **D.** Security Liaison Officer
- **E.** Supervisors
- **F.** Security Guards

III. Uniforms
- **A.** General
- **B.** Uniform Attributes
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IV. Security Guard Qualifications
- **A.** Records of Qualifications
- **B.** Qualifications

V. Unfit Security Guards
- **A.** City's Right to Question Guards
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- **C.** Removal and Replacement of Unqualified Security Guards

VI. Employee Records
- **A.** Availability
- **B.** Retention Period

VII. Guard Shifts
- **A.** Schedule
- **B.** Change in Shifts
- **C.** Rest and Meal Break Schedule

The Scope of Services should be used as a general guide and is not intended to be a complete list of all work necessary to perform the services. The Scope of Services details the unarmed security guard services for the City and County of San Francisco ("City") by Good Guard Security, Inc. 21622 Plummer St, Ste 200, Chatsworth, CA 91311 ("Contractor") for all departmental facilities of the Human Services Agency (HSA).

I. Timeline for All Deliverables throughout the Agreement Term

A. Transition Deliverables

Due Date	Deliverable
Agreement Start Date	1. Full details for Central Communications Center Personnel, Account Representatives, Security Liaison Officers, and Administrative Support, including: a. Name b. Title c. Role d. Cell Phone Number e. Email f. Work Schedule g. Back-Up
10 days after Agreement Start Date	**2. Training Policy**
	3. Criminal Background Check Policy The Criminal Background Check Policy must be distributed to all Guards performing services under this Agreement and comply with the requirements in Section IV(B)(6) herein.
	4. Drug and Alcohol Testing Policy The Drug and Alcohol Testing Policy must be distributed to all Guards performing services under this Agreement and comply with the requirements in Section IV(B)(7) herein. The Drug and Alcohol Testing Policy must include the following: a. Contractor's testing requirements, including procedures and consequences for those employees who test positive; b. The name of the third-party administrator that Contractor uses to perform these tests; and c. The training procedures for Supervisors to detect drug and alcohol usage by Guards performing services under this Agreement.
	5. Draft Daily Report Template

	6. Draft Incident Report Template
	7. Proposed Uniform Design
60 days after Agreement Start Date	**8. List of proposed Supervisors and Security Guards by shift and location in Microsoft Excel format.**
	9. Contact details for all Supervisors and Security Guards guard in Microsoft Excel format, including: a. First Name b. Last Name c. Cell Phone Number
	10. Signed and notarized affidavit stating that Contractor has conducted, and each Supervisor and Security Guard has successfully completed: a. All required trainings; b. A criminal background check; and c. A drug and alcohol test.
	11. Copies of Post Orders issued to all guards by location. Post Orders shall consist of the following: 1. Emergency procedures (including contact lists); 2. Investigation and incident report procedures and forms; 3. Shift patrol procedures; 4. Communication procedures; 5. Dress and grooming standards; 6. Training procedures including harassment training

B. Daily Deliverables

At the end of every shift	**1. Incident Reports**
	2. Daily Reports

C. Weekly Deliverables

Every Friday for the following week	**1.** List of proposed supervising and non-supervising guards by shift and location in excel format for the following week. Contractor shall furnish the respective HSA Director of Investigations or their designated representative with a complete list of all security guards on-site for the following week. Contractor shall provide no less than (5) business days' prior written notice of a Guard's first day onsite. **Substitutions of previously trained and vetted personnel will not require (5) business days written notice.**

D. Annual Deliverables

Each Anniversary Date of the Agreement	1. Annual Usage Report consisting of all Purchase Orders issued by City, including any corresponding invoices and payments by date. Contractor shall email reports to OCAVendor.Reports@sfgov.org.
	2. Criminal Record Checks for all Guards assigned to this Agreement.
	3. Drug and Alcohol Tests for all Guards assigned to this Agreement.

E. As-Applicable Deliverables

When change occurs	1. Updated Supervising and Non-Supervising Guards List
	2. Updated details for Central Communications Center Personnel, Account Representatives, Security Liaison Officers, and Administrative Support, including: a. Name b. Title c. Role d. Cell Phone Number e. Email f. Work Schedule
As requested by City	3. Proof of Qualifications for newly assigned guards
	4. Proof of Criminal Background Check for newly assigned guards
	5. Proof of Drug and Alcohol Test for newly assigned guards
	6. Proof of Training for newly assigned guards

II. Personnel Duties by Personnel Types

A. Central Communications Center Personnel

1. Contractor shall establish a centralized dispatch and two-way radio communications network. The Central Communications Center shall field calls, resolve problems, and direct all service issues and requests from HSA to the Contractor's appropriate staff for resolution.

2. Contractor shall provide twenty-four (24) hour emergency response services and ensure communication between field staff and HSA are within ten (10) minutes of initial contact.

3. When an alarm company notifies the Contractor of an alarm and/or unauthorized break in the system, Contractor shall immediately dispatch a radio-equipped security guard to investigate and, if necessary, notify the HSA

on-call building engineer, and/or HSA Departmental Liaison Officer, and/or the San Francisco Police Department, as applicable.

B. Account Manager

1. The Account Manager shall manage HSA's account, and handle all administrative concerns including but not limited to: provision of invoices, reports, records, employee certifications, organizational policies and procedures, and Agreement revisions.

2. The Account Manager shall report directly to the HSA Departmental Liaison Officer and have the authority to hire, fire, replace, or reassign Contractor's employees without prior approval of management.

3. The Account Manager must be available to participate in meetings with HSA staff, security audits and evaluations of HSA sites, practices, and procedures when requested.

C. Administrative Support

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

D. Security Liaison Officer

1. The Security Liaison Officer shall meet with the City on a regular basis, acting as the main field liaison for the HSA Departmental Liaison Officer, supervising all Field Services Supervisors, ensuring quality service delivery at all HSA Sites, conducting client satisfaction surveys, and developing security solutions and enhancements.

2. The Security Liaison Officer shall have the authority to replace or reassign Contractor's employees without prior approval of higher authority. The Security Liaison Officer must first be approved by HSA prior to assignment, and shall report directly to the HSA Departmental Liaison Officer.

3. The Security Liaison Officer shall be on call twenty-four (24) hours per day, seven (7) days per week.

4. The Security Liaison Officer shall meet with the HSA Departmental Liaison Officer on an as-needed basis to discuss the progress of the Agreement and

address ongoing issues and concerns. The meetings shall be at no cost to the City and take place at a mutually agreed time and location.

E. Supervisors

1. **General.** Contractor shall provide adequate supervision of Guards at no additional cost to the City. "Supervisor" means guards who perform the same work as security guards but have the authority to exercise independent judgment to effectively recommend hire/promote, discipline, assign, reward or adjust the grievances of other employees. Supervisors are not shift leads. While shift leads may assist in many supervisorial functions, shift leads shall prepare or offer input if requested, but shall not make determinations or recommendations.

2. **Supervisor Duties.**

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

(a) Plan, assign, direct, and ensure proper execution of Guard assigned duties.
(b) Monitor security desk consoles (i.e.: access control, alarm systems, CCTV video monitors, etc.).
(c) Instruct Security Guards as to their daily duties. The duties shall not conflict with those of the HSA Departmental Liaison Officer.
(d) Supervise all Guards during all shifts and ensure they are patrolling assigned areas. Contractor shall be able to inform City of the guards on shift and their location at any time. Contractor shall require and ensure that all guards adhere to rules provided in writing by Facility Management to the Contractor.
(e) Prior to every shift change, ensure the readiness of Guards to be posted, including staffing availability, proper uniform requirements, and proper equipment needed to carry out Guard duties and responsibilities.
(f) Address complaints and resolve problems.
(g) Conduct regular inspections to ensure Guards' compliance with assigned duties, Contractor policies, and City policies.
(h) Access Contractor security guard sign-out procedure at the end of each shift to certify the accuracy thereof.
(i) Implement and oversee the security operation during their scheduled shift.

(j) Direct and supervise all Guard activity.
(k) Provides copies of security incident reports to the HSA Departmental Liaison Officer.
(l) Respond to all security related emergencies and coordinate communications with the Account Manager, and HSA Departmental Liaison Officer.
(m) Assist with the functions of physical and personal security and safety measures of HSA, staff, and visitors.
(n) Assume an active role to ensure that assigned Guards are professional, engaged in their duties, including not on cell phones or distracted with other non-work-related reading material.
(o) Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
(p) Preserve order and may enforce regulations pertaining to personnel, and visitors, on the Premises.
(q) Provide break reliefs to all assigned security staff.

4. **Supervisor Training and Orientation.**
All Supervisors assigned to this Agreement shall train new Guards and orient Guards to new posts and assignments, including all security companies in succession.

5. **Supervisor Coordination with HSA Departmental Liaison Officer**
All Supervisors assigned to this Agreement shall communicate all changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations to all on-duty personnel, including designated HSA Departmental Liaison Officer.

6. **Supervisor Records and Reports.**
All Supervisors assigned to this Agreement shall:
(a) Maintain a daily log for each shift in accordance with all building policies (sign in and out).
(b) Maintain regular, accurate, and consistent attendance records.
(c) Review all reports for accuracy and completeness.

7. **Supervisor Regular Meetings**
Account Manager and/or Supervisor(s) shall meet with the HSA Departmental Liaison Officer on regular basis to discuss the progress of

the Agreement and address ongoing issues and concerns. These meetings shall be at no cost to the City and at a mutually agreed time and place.

F. Security Guards

1. **As-Needed Guards.** Upon 24 hours' notice, Contractor shall provide As-Needed Guards in addition to the standard security contract, upon the HSA Director of Investigations or their designated representative's request in writing, specifying the dates and durations of the shifts. As-Needed Guards shall perform services pursuant to this Agreement. The Contractor shall bill As-Needed Guards, including Guards needed for an emergency response, at the regular straight-time billing rate in Appendix B "Calculation of Charges."

2. **Back-Up Security Guards.** Contractor shall have a reasonable number of qualified and trained back-up personnel ready to assume assignment under the contract. If circumstances require the elimination of certain services, the cost to the City will be adjusted downward, based upon the hourly wages as provided in Appendix B "Calculation of Charges."

3. **General Security Guard Functions.** All guards shall:
   (a) Respond to security emergencies within the patrol location.
   (b) Preserve order, including compliance with regulations pertaining to HSA staff and clients on the Premises.
   (c) Assist with the functions of physical and personal security and safety measures of staff and visitors.
   (d) Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
   (e) Verbally de-escalate any risk behavior, and follow response protocol, including calling the local law enforcement for incidents that require physical intervention.
   (f) Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.
   (g) Communicate findings to the on-site Supervisor and document with an incident report.

4. **Security Guard Shift Duties.** All Guards assigned under this Agreement shall:

(a) Report to their shifts on time and remain for the entire duration of the shift.
(b) All guards will be assigned to a station and will not be required to use a vehicle to perform their services.
(c) Monitor the security needs of the office tenants, their clients, and guests.
(d) Investigate and complete Incident Reports for all unusual or suspicious activity.
(e) Guard the Premises against fire, theft, damage and trespass.
(f) Protect safety of persons on site.
(g) Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways.
(h) Monitor all incoming and outgoing traffic. Make sure anyone not signing into the building restricted areas has the required building ID card to enter, all others must sign in and verify that each person is authorized to enter the building restricted areas.
(i) Monitor alarms; set and shut off alarms per security best practices and standards, as directed by the HSA Director of Investigations or his/her designated representative.
(j) At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and HSA staff.
(k) Be visible to the public, alert, and attentive at all times while on duty.
(l) Not be engaged in or conduct any personal business or business outside those described in this Agreement at any time while assigned to perform Services, except during authorized breaks.
(m) Not use or be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
(n) Be present in the key areas – rounding on foot to observe and report any unusual activity; rounding will include looking out for and searching for hazardous or potentially hazardous conditions.

5. **Security Guard Inspection Duties.**

(a) Security officers will be required to perform bag searches of all clients coming into HSA locations for weapons where metal detectors are present.
(b) For clients or visitors of HSA staff (not including vendors). All Guards assigned under this Agreement shall:

(c) Inform clients or visitors that large personal items bags/backpacks/purses are not allowed in the facility. (Visitors will be asked to check those in at 1235 Mission St location only).
(d) Limited Exceptions: Medical devices, medications needed in an emergency (such as epi pens).
(e) For locations with metal detector, HSA clients are required to go through the metal detector. Request clients to empty pockets for inspection. If the metal detector or wand beeps, continue metal detector and/or wand check until all metal items have been identified and metal detector or wand cease to beep.
(f) For locations without a metal detector, perform a visual inspection of bulges, items in pockets etc. If the visual inspection reveals a weapon, advise the client that weapons are not allowed in HSA buildings and they will not be allowed to enter with a weapon.
(g) HSA client items must have contents inspected or Guard shall not allow package/bag in the facility.
(h) If client refuses to comply with any of these requirements, Guard shall not allow visitor to enter the facility.

6. **Security Guard Emergency Duties.** All Guards assigned to this Agreement shall quickly respond when an emergency occurs or when the panic button is sounded to again establish peace and order. All Guards assigned to this Agreement shall, at all times, be knowledgeable about the following:
(a) Emergency response and emergency client telephone numbers.
(b) Emergency fire procedures including the layout of the property.
(c) Procedures and protocols for responding to medical emergencies, lost children, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.

7. **Guard As-Needed Duties.** All Guards assigned to this Agreement shall perform additional duties that the HSA Departmental Liaison Officer and Contractor may agree upon from time to time.

8. **Security Guard Stand-By Duties**. Guard's assistance is limited to the Guard's presence as a deterrent or backup to the HSA staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.

9. **Security Guard Assist Duties**. Guard's assistance will be provided at the direction of HSA staff member. Guards will CALL 911 FOR ISSUES THAT INVOLVE MEDICAL DISTRESS, PHYSICAL FORCE OR EFFECTING AN ARREST.

10. **Security Guard Identified Prohibited Items Duties**. Guard shall inform clients that prohibited items will not be allowed inside the facility, and they will be given an opportunity to leave with the item and return without the item, but the person will be subject to a new screening. Guard shall confiscate and dispose of weapons.

11. **Security Guard Key Duties.** All Guards assigned to this Agreement shall be responsible for all building and systems keys in their possession and shall account for their whereabouts at all times. All Guards assigned to this Agreement shall not loan keys to anyone for any reason. If keys are lost or stolen, Contractor shall immediately notify HSA Departmental Liaison Officer so that appropriate action can be taken to safeguard the Premises. Contractor shall be responsible for the cost of replacement of lost, stolen or damaged keys.

12. **Security Guard Reporting Duties.**

(a) **General:** All Guards assigned to this Agreement shall:

i. Access contractor security guard sign-in/sign-out procedure for each shift.
ii. Log all arrival and departure times for shifts, including breaks of any kind.
iii. Create Incident Reports.

(b) **Reportable Incidents.** All Guards assigned to this Agreement shall provide a written Emergency Report to the HSA Departmental Liaison Officer within twenty-four (24) hours of the incident. All Guards assigned to this Agreement shall write Incident Reports in any of the following circumstances, including but not limited to:

i. Guard is required to make any physical contact with a member or members of the public, City staff or other guards.
ii. Guard is required to intervene between any two or more persons including other Guards.
iii. Guard witnesses any crime or suspected crime, including assault.

iv. Guard witnesses any incident in which there is a potential injury whether or not medical attention is immediately required, or in which loss or damage to public or private property occurs.
v. Guard observes hazardous conditions.
vi. Guard observes persons attempting to gain unauthorized entry.
vii. Guard discovers any unlocked doors or any activated alarms, false or otherwise.
viii. Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
ix. Guard observes suspicious or unusual activities.

(c) **Security Guard Reports to the HSA Departmental Liaison Officer.** All Guards assigned to this Agreement shall report to the HSA Departmental Liaison Officer any of the following incidents:
i. Guard observes any unusual incidents or hazardous conditions; and/or
ii. Contractor must notify HSA Departmental Liaison Officer of any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors or property; or any other circumstances requiring immediate notification to HSA Departmental Liaison Officer or appropriate local authorities.

(d) **Security Guard Reports to the SFPD or SFSD.** All Guards assigned to this Agreement shall report to the SFPD or SFSD any of the following incidents:
i. Guard observes any unusual incidents or hazardous conditions; and/or
ii. Guard observes any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors or property; or any other circumstances requiring immediate notification to City or appropriate local authorities that is of a criminal nature.

(e) **Security Guard Report Submissions.** All Guards assigned to this Agreement shall submit incident reports by the end of shifts, during which said incidents occur, by each and every Guard involved. City is not required to pay for services until all outstanding Incident Reports for the month have been satisfactorily submitted to the HSA Departmental Liaison Officer. All Incident Reports are to be submitted by email to:

ATTN: Joseph Villatoro
City and County of San Francisco
HSA Departmental Liaison Officer (DLO), Human Services Agency
1650 Mission Street, 5th Floor
San Francisco, CA 94103
joseph.villatoro@sfgov.org

III. Uniforms

A. General

All Guards assigned to this Agreement, including the Supervisors, shall be properly uniformed. Contractor shall provide at least two sets of uniforms to each Guard assigned to this Agreement at the Contractor's expense at the start of hire and provide replacement uniforms as needed. All Guards assigned to this Agreement shall wear the same identical uniform and name tag. All Guards assigned to this Agreement shall maintain a neat, orderly and presentable appearance at all times.

B. Uniform Attributes

Contractor shall provide all Guards assigned to this Agreement with a police/military style uniform in the following colors and pieces, and uniform should be manufactured and distributed in the United States:

i. Uniform shoes/boots will be black in color and plain toe;
ii. Uniform black pants;
iii. Uniform white button up Shirt (Not a t-shirt);
iv. Uniform black security Guard jackets with the word "Security" printed on the back and upper arms; and
v. Contractor issued name tag

C. Equipment Requirements

Contractor shall provide all Guards assigned to this Agreement 2-way radios and ear piece for use while performing security services at each facility. On-Site Guard Supervisors shall be accessible by cell phone and a radio. The equipment should be manufactured and distributed in the United States.

IV. Security Guard Qualifications

A. Records of Qualifications

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

2. HSA Director of Investigations or his/her designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. No later than 10 business days after a request is made for qualifications, Contractor shall provide as-needed proof of such qualifications.

B. Qualifications

3. **Education.** All security guard working under this Agreement shall possess a high school diploma or a General Equivalency Diploma ("GED") equivalent. Having some college education is preferred; and

4. **English Proficiency.** All security guard working under this Agreement shall have the ability to speak, read, and understand English at a proficiency level. Guards shall be able to communicate in English verbally and in writing. All Guards assigned to this Agreement shall have the ability to speak, read, understand, and properly use documents written in English at a proficiency level. For example, duties will include the composition of various reports, both in writing and verbally.

5. **Training.** Training shall be arranged by the Contractor and at the Contractor's expense. Contractor shall establish, implement, and execute a training program as approved by the HSA Departmental Liaison Officer in accordance with the requirements below.
    a. **Site Specific Training.** All Guards assigned to this Agreement shall complete 2-hour Site Specific Training for New Employees. This site-specific training shall serve to orient the Guard to the Premises. Under this type of training, the Guard shall shadow another Guard and cannot be the primary Guard assigned to the Premises until after this training is completed. This training time cannot be charged to the City. This training shall include at a minimum the following topics:
        i. Site specific operations protocols and building procedures
        ii. Points of entry, locations of egress/ingress
        iii. Securing the Premises, exterior and interior doors, garage gate; and
        iv. Security system usage

    b. **As-Needed Refresher Training.** Contractor shall provide refresher training to its staff upon request by the HSA Departmental Liaison Officer. Refresher training shall be meant to ensure that Guards are proficient at their duties. Training topics for refresher training sessions shall be selected by the HSA

Departmental Liaison Officer Refresher Training shall consist of at least two (2) hours of training for each request.

c. **Opioid Overdose Recognition and Response Training.** Contractor must ensure all security guards complete the required 15 minutes San Francisco Department of Public Health training online that provides a foundational understanding of how the body reacts to an overdose and how the naloxone nasal spray works to reverse a drug overdose to save someone's life. Guards will not have to administer naloxone. The outcome of the training is to ensure security guards are able to recognize and respond to an opioid overdose using naloxone.

d. Guards Who Do Not Pass Required Training. Any Guard that does not meet the training requirements detailed in Section IV.B.5, above, is unfit to provide services under the Agreement. If any employee is deemed unqualified for the position to which they are assigned, they will be removed and replaced immediately by the Contractor at no additional cost to the City.

e. Proof of Training.

i. Contractor shall provide training material, test results, completion certification and affidavits to the City for review upon request to provide services under this Agreement.

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

iii. All security guards must have completed the required trainings for their guard card.

6. **Criminal Background Check Policy**
    a. Contractor shall maintain a Criminal Background Check Policy as approved by the HSA Departmental Liaison Officer, conducted in compliance with San Francisco Administrative Code Chapter 12T Fair Chance Ordinance.

    b. The Criminal Background Check Policy must be distributed to all Guards performing services under this Agreement.

    c. The Contractor shall utilize a third-party administrator to conduct criminal background checks for all guards assigned under this Agreement.

    d. The Criminal Background Check Policy must identify:
        i. Possession of a prohibited conviction or status.
        ii. Directly-Related Convictions, as defined by the San Francisco Administrative Code Chapter 12T, including:
            (a) Felony or serious misdemeanor convictions(s) during the last five years.
            (b) A serious misdemeanor conviction, including crimes involving moral turpitude.
            (c) Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.
    e. Contractor shall not assign any guards to this agreement who have failed a criminal background check.

    f. On every anniversary date of this Agreement, Contractor shall conduct annual criminal background checks for all Guards assigned to this Agreement.

    g. Contractor shall immediately remove and replace, at no additional cost to the City, any Guard assigned to this Agreement who fails a criminal background check.

    h. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including, but not limited to criminal background checks.

    i. The City reserves the right to inspect the criminal background check results.

7. **Drug and Alcohol Testing Policy**
    a. Contractor shall establish a Drug and Alcohol Testing Policy as approved by the HSA Departmental Liaison Officer that complies with the San Francisco

Police Code Section 3300A.5, and produce any documentation necessary to establish its compliance with Section 33000A.5.

b. The Drug and Alcohol Policy must be distributed to all Guards performing services under this Agreement.

c. Drug and Alcohol Tests must be conducted by an independent and certified third-party.

d. Drug and Alcohol Tests must be for, at a minimum:
    a. Alcohol use, by means of a breathalyzer test; and
    b. Drug use (5 types: cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen.

e. Contractor shall not assign any guards to this agreement who have failed a drug and alcohol test.

f. On every anniversary date of this Agreement, Contractor shall conduct annual drug and alcohol testing for Guards assigned to this Agreement.

g. Contractor shall immediately remove and replace, at no additional cost to the City, any Guard assigned to this Agreement who fails a drug and alcohol test.

h. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including, but not limited to drug and alcohol tests.

i. The City reserves the right to inspect the drug and alcohol test results.

V. Unfit Security Guards.

A. City's Right to Question Guards.

The HSA Departmental Liaison Officer, HSA Special Investigations Unit or HSA Human Resources Office may, at any time they deem it necessary, question the Security Guard on duty to ensure that they are knowledgeable of the building's services and duties.

B. City's Right to Remove Security Guards.

The HSA Director of Investigations or the HSA Departmental Liaison Officer reserves the right to direct Contractor to remove any personnel from its Premises at any time it desires and for any reason, with or without cause.

C. Removal and Replacement of Unqualified Security Guards

1. Any Guard that does not meet any of the qualifications detailed in this section is unfit to provide services under the Agreement. The City considers any condition which renders the Guard incapable or unfit for performing their duties is unacceptable. These include, but are not limited to: sleeping on duty, tardiness, abandoning post or assignment, theft, being under the influence of illegal drugs or alcohol, or having any detectible amount of illegal drugs in the bloodstream. The burden of proving that a Guard is qualified and in compliance with the Agreement shall rest on the contractor and the ultimate decision shall belong to the City.

2. Any Guard that fails to perform the duties detailed in this Agreement or meet the qualifications detailed in this Agreement will be considered unqualified and Contractor shall dismiss the Guard from work under this Agreement.

3. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by the Contractor at no additional cost to the City.

VI. Employee Records

A. Availability

1. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination.
2. At all times, Contractor shall store records and payroll records of employees' time for which the City is charged: (a) electronically and made available upon request; or (b) maintain records and payroll records for employees' time for which the City is charged within 100 miles of San Francisco.

B. Retention Period

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

VII. Guard Shifts

A. Schedule

The chart below details the security guard shifts assigned to the Premises. The shift schedule may be modified on a temporary basis by mutual agreement between City

and Contractor. During the term of this contract, the City reserves the right to modify the parameters of staffing as needed.

Location	Shift Hours	Days	Number of Non-Supervising Guards/Shift	Number of Supervising Guards/Shift
170 Otis Street	0600-1530	Monday – Friday	1	
	0800-1700	Monday – Friday	5	
	0800-1730	Monday – Friday	0	1
	0900-1800	Monday – Friday	1	
	1400-2230	Monday – Friday	1	
1235 Mission Street	0600-1500	Monday – Friday	1	1
	0700-1600	Monday – Friday	1	
	0800-1700	Monday – Friday	13	1
	0830-1730	Monday – Friday	3	1
	1200-2030	Monday – Friday	1	
1440 Harrison	0600-1500	Monday – Friday	1	
	0700-1600	Monday – Friday	1	
	0800-1700	Monday – Friday	4	1
	1000-1900	Monday – Friday	1	
3120 Mission Street	0700-1600	Monday – Friday	1	
	0800-1700	Monday – Friday	4	1
	1100-1930	Monday – Friday	1	
3801 3rd Street	0700-1530	Monday – Friday	1	
	1530-2030	Monday – Friday	1	
1099 Sunnydale (DPH)	0800-1600	Monday – Friday	1	
	1000-1800	Monday – Friday	1	
100 Whitney Young Circle	0530-1330	Monday – Friday	1	
	1330-1800	Monday – Friday	1	
2 Gough Street	0630-1800	Monday – Friday	2	
1650 Mission Street, Suite 101	0800-1700	Monday – Friday	1	

1650 Mission Street, 5th Floor	0700-1700	Monday – Friday	1	
617 Mission Street (DCS)	0800-1700	Monday – Friday	2	
3127 Mission Street	0800-1700	Monday – Friday	1	
705 Natoma/165 8th Street	0730-1630	Monday – Friday	1	
TOTAL			**54**	6

B. Change in Shifts.

Provided the City gives a written one (1) week notice of changes to the regular shifts detailed below, the City shall have the right to revise at any time without any penalty or additional cost to the City. Changes can include:

1. the hours per shift;
2. the number of Guards per shift;
3. the number of shifts per day; and
4. the reassignment of security forces. Guards shall be reassigned within five calendar days of the City's request.

C. Rest and Meal Break Schedule.

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

VIII. Performance Metrics

Contractor shall guarantee that its employees meet all performance requirements under this Agreement, which includes all Human Services Agency Purchase Orders, to the highest level of service. Failure to perform according to the Agreement's requirements, will result in a negative performance point and the application of a monetary credit in favor of the City each time a negative performance point threshold is exceeded.

A. Documentation

Negative performance points will result from feedback and observations provided by City employees, in writing. Documentation will consist of a brief description of the performance failure incident, date, and approximate time of occurrence. City shall send a notification letter to Contractor notifying them when a threshold has been exceeded and when the credit will be applied.

B. Performance Thresholds and Credits to City

The below performance thresholds will be strictly enforced by the City. Once a performance threshold is exceeded, the City will be entitled to a monetary credit, in the amounts shown below, from Contractor. The City shall deduct an amount equal to the credit amount from any payment due or to become due to the Contractor under this Agreement.

Performance Failure	Allowable Negative Performance Points Threshold	Credit to City When a Threshold is Exceeded
Failure to provide required levels of personnel and hours of coverage for a shift as set forth in a Purchase Order.	1 per Purchase Order	$100
Failure to reassign, remove or replace a guard within 5 calendar days of a request by the City.	1 per Purchase Order	$50 per day that guard remains on same shift following the allowed time period
Failure to report to duty with all uniform elements required.	1 per Purchase Order	$25
Failure of a Guard to ensure coverage requirements are met for assigned site and duration. This includes tardiness (late for shift by more than 15 minutes), early departure before end of shift (departs before end of shift, by more than 5 minutes), and extended rest and meal breaks.	1 per Purchase Order	$50
Failure to provide services as instructed by Facility Manager or his/her designee.	1 per Purchase Order	$50

Performance Failure	Allowable Negative Performance Points Threshold	Credit to City When a Threshold is Exceeded
Failure of a Guard to respond to a situation while on duty.	1 per Purchase Order	$50
Failure of a Guard to appropriately respond to a situation while on duty.	1 per Purchase Order	$50
Inappropriate language used while on duty.	1 per Purchase Order	$50
Failure to adhere to professional and organizational codes of conduct. Prohibited behavior includes, but is not limited to, insubordination, violence, threats, involvement in a security breach, improper access private information, use of Facility resources for personal use, participation in the commission of a crime.	1 Per Purchase Order	$300
Failure to submit an Incident Report or Daily Report within the time stated in the Agreement.	1 per Purchase Order	$100 per day, following the allowed time period
Failure to provide proof of drug and alcohol testing, criminal background check, and/or training to City within the timeline request by the City.	3 per Purchase Order	$100 per day, following the allowed time period
Failure to address Guard performance deficiencies.	1 per Purchase Order	$100 per day, following the allowed time period

Appendix B

Calculation of Charges

Services to be performed by Contractor under this Agreement will involve the performance of work covered by San Francisco Labor and Employment Code Article 102 (102.11).

Weekdays											
	Shift Hours	Mon	Tues	Wed	Thu	Fri	Shift Hours per Week	No. of Guards per Shift	No. of Supervising Guards per shift	Total Guard Hours per shift	% Markup Over Prevailing Wage
170 Otis Street	0600-1530	9.5	9.5	9.5	9.5	9.5	47.5	1		47.5	30.84%
	0800-1700	9	9	9	9	9	45	5		225	30.84%
	0800-1730	9.5	9.5	9.5	9.5	9.5	47.5	0	1	47.5	30.84%
	0900-1800	9	9	9	9	9	45	1		45	30.84%
	1400-2230	8.5	8.5	8.5	8.5	8.5	42.5	1		42.5	30.84%
1235 Mission Street	0600-1500	9	9	9	9	9	45	1	1	90	30.84%
	0700-1600	9	9	9	9	9	45	1		45	30.84%
	0800-1700	9	9	9	9	9	45	13	1	630	30.84%
	0830-1730	9	9	9	9	9	45	3	1	180	30.84%
	1200-2030	8.5	8.5	8.5	8.5	8.5	42.5	1		42.5	30.84%
1440 Harrison	0600-1500	9	9	9	9	9	45	1		45	30.84%
	0700-1600	9	9	9	9	9	45	1		45	30.84%
	0800-1700	9	9	9	9	9	45	4	1	225	30.84%
	1000-1900	9	9	9	9	9	45	1		45	30.84%
3120 Mission Street	0700-1600	9	9	9	9	9	45	1		45	30.84%
	0800-1700	9	9	9	9	9	45	4	1	225	30.84%
	1100-1930	8.5	8.5	8.5	8.5	8.5	42.5	1		42.5	30.84%

3801 3rd Street	0700-1530	8.5	8.5	8.5	8.5	8.5	42.5	1		42.5	30.84%
	1530-2030	5	5	5	5	5	25	1		25	30.84%
1099 Sunnydale (DPH)	0800-1600	8	8	8	8	8	40	1		40	30.84%
	1000-1800	8	8	8	8	8	40	1		40	30.84%
100 Whitney Young Circle	0530-1330	8	8	8	8	8	40	1		40	30.84%
	1330-1800	4.5	4.5	4.5	4.5	4.5	22.5	1		22.5	30.84%
2 Gough Street	0630-1800	11.5	11.5	11.5	11.5	11.5	57.5	2		115	30.84%
1650 Mission Street, Suite 101	0800-1700	9	9	9	9	9	45	1		45	30.84%
1650 Mission Street, 5th Floor	0700-1700	10	10	10	10	10	50	1		50	30.84%
617 Mission Street (DCS)	0800-1700	9	9	9	9	9	45	2		90	30.84%
3127 Mission Street	0800-1700	9	9	9	9	9	45	1		45	30.84%
705 Natoma/165 8th Street	0730-1630	9	9	9	9	9	45	1		45	30.84%
								54.00	**6.00**	**2667.5**	

Holidays					
	Shift Hours	**Holiday**	**No. of Guards per Shift**	**Total Guard Hours per shift**	**% Markup Over Prevailing Wage**
170 Otis Street	0600-1530	9.5	1	9.5	46.26%
	0800-1700	9	5	45	46.26%
	0800-1730	9.5	1	9.5	46.26%
	0900-1800	9	1	9	46.26%
	1400-2230	8.5	1	8.5	46.26%

1235 Mission Street	0600-1500	9	2	18	46.26%
	0700-1600	9	1	9	46.26%
	0800-1700	9	14	126	46.26%
	0830-1730	9	4	36	46.26%
	1200-2030	8.5	1	8.5	46.26%
1440 Harrison	0600-1500	9	1	9	46.26%
	0700-1600	9	1	9	46.26%
	0800-1700	9	5	45	46.26%
	1000-1900	9	1	9	46.26%
3120 Mission Street	0700-1600	9	1	9	46.26%
	0800-1700	9	5	45	46.26%
	1100-1930	8.5	1	8.5	46.26%
3801 3rd Street	0700-1530	8.5	1	8.5	46.26%
	1530-2030	5	1	5	46.26%
1099 Sunnydale (DPH)	0800-1600	8	1	8	46.26%
	1000-1800	8	1	8	46.26%
100 Whitney Young Circle	0530-1330	8	1	8	46.26%
	1330-1800	4.5	1	4.5	46.26%
2 Gough Street	0630-1800	11.5	1	11.5	46.26%
	0800-1700	9	1	9	46.26%
1650 Mission Street, Suite 101	0800-1700	9	1	9	46.26%
1650 Mission Street, 5th Floor	0700-1700	10	1	10	46.26%
617 Mission Street (DCS)	0800-1700	9	2	18	46.26%
3127 Mission Street	0800-1700	9	1	9	46.26%
705 Natoma/165 8th Street	0730-1630	9	1	9	46.26%
				531	

As-Needed Weekdays		
	Shift Hours	**% Markup Over Prevailing Wage**
Day Shift	4	41.95%
Evening Shift	4	41.95%
Overnight Shift	4	41.95%

As-Needed Weekends		
	Shift Hours	**% Markup Over Prevailing Wage**
Day Shift	4	46.85%
Evening Shift	4	46.85%
Overnight Shift	4	46.85%

As-Needed Holidays		
	Shift Hours	**% Markup Over Prevailing Wage**
Day Shift	4	52.43%
Evening Shift	4	52.43%
Overnight Shift	4	52.43%

Appendix C

Regulatory and Compliance Requirements

1. Reserved (Delivery)

2. **Price**

Only prices that appear on Appendix B will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Prices shall be exclusive of any Federal, State, local sales or use tax. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

3. **Price Adjustment**

A. Contractor's Percent Mark Up over Prevailing Wage Rates are to be firm for the term of the Agreement, from start date through the end of the term, including extensions.

B. **Reserved (How Price Adjustments will be Calculated).**

4. **Additional Services.**

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

5. Regulatory Requirements

A. Bureau of Security & Investigative Services ("BSIS") Business Registration. Contractor shall keep license with BSIS in good standing throughout duration of Agreement.

B. Bureau of Security & Investigative Services ("BSIS") Guard Registration. Contractor shall ensure all guards providing services under this Agreement keep licenses in good standing throughout duration of Agreement. Contractor shall immediately remove guard from premises upon notice of lapse in BSIS Registration and replace with another qualified guard as defined in Appendix A, whose BSIS License is valid. Contractor shall not re-instate any guard removed for lapse in BSIS Registration until guard's BSIS Guard Registration is in good standing.

6. Other Requirements.

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

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

1. **Infection Control, Health and Safety:**

a. Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the

California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

b. Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

c. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

d. Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.

e. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

f. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

g. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

h. Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

i. Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

2. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate

compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

j. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

k. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

l. Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

m. If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

Appendix D
Reserved (BAA).

Appendix E

Grant Terms

Article 1.

Federal Award Information for Subrecipients

	E	F	G	H	I	J	K	L	M	N	O	P
8	**Service**	**Assistance Listing (CFDA) Program Title**	**Assistance Listing (CFDA) Program Title**	**Other Name, If any**	**Federal awarding agency**	**Known (and anticipated) Federal Prime Award Numbers and Award periods**	**Known Federal Award Date**	**Federal Award Project Description (from Pass-Through)**	**Pass-Through Agency (from Federal to CCSF), if applicable**	**Known (*and anticipated*) Pass-Through Award identifying information and Award periods**	**Federal award amount, Actual (*and Anticipated*) to CCSF[1]**	**Research & Development Award?**
18	Various professional services contracts claimed to overhead	93.778 93.558 10.561 93.658 93.659	Medical Assistance Program, Temporary Assistance to Needy Families, State Administrative	Medi-Cal, CalWORKs, CalFresh, Foster Care, Adoptions	Department of Health and Human Services, Department of Agriculture Food and Nutrition Service							

Article 2.

Federal Requirements: Provisions for Subawards and Subcontracts of Department of Health & Human Services Administration for Children and Families Funds, and Matching Funds to those Federal Funds

I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the "Drug-Free Workplace Act of 1988," all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).

II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).

III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).

IV. In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children's services and that all sub grantees shall certify compliance accordingly.

V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the

award term, go to: http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons

VI. In accordance with the decision in United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

a. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
b. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
c. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.

VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).