

## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

#### **OTOP – Mobile Methadone Van and Ward 93**

For the term June 1, 2004 through May 31, 2006

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### **COMPANY INFORMATION**

Name of Company: National Security Services  
Address: 2081 Curtner Avenue  
City, State, Zip: San Jose, CA 95124  
Contact: Ron Laney  
Telephone Number: 650.225.9194  
Fax Number: 408.371.6506  
24-Hour Emergency Number: 650.225.9194  
Payment Terms: Net 30 Days  
Vendor Number: 62899  
CBPO Number: BPSF00002056

### **WARNING**

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

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**AWARD SHEET**

<b>Item No.</b>	<b>Description</b>	<b>Rate per Man Hour</b>
<b>1</b>	Rate per hour for services detailed in Exhibit "A"	\$ <u>22.45</u> Straight Time Per Hour
<b>2</b>	Rate per hour for services detailed in Exhibit "B"	\$ <u>22.45</u> Straight Time Per Hour

**This item will not be included in the evaluation:**

Rate per hour for extra guard(s) as needed. (8: a.m. to  
5:00 p.m. Monday through Friday) \$ 22.45

Bidder Name: **National Security Services**

Payment Terms: 0 % Cash Discount  
(See Bid and Contract Condition 12, Page 2)

**End Award Sheet**

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### **BID AND CONTRACT CONDITIONS**

#### **Terms Related to Bidding**

##### **1. When Bids are Due; Bid Opening Procedures**

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the ad in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

##### **2. Alternates**

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with bid full information, specs and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specs and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to meet the specifications.

##### **3. Articles Furnished**

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Calif. Admin. Code and, for electrical products, Articles 89-6 and 90-71 of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Dept. of Public Works (DPW), Contractor will so notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are: American Gas Assn.; Applied Research Labs; Electro-Test, Inc.; ETS Testing Labs; Factory Mutual Research; Gas and Mechanical Lab; Underwriters Labs. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

##### **4. Place of Manufacture**

No article furnished shall have been made in prison or by convict labor, except articles purchased for use by City's detention facilities.

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### **BID AND CONTRACT CONDITIONS (Continued)**

**5. Condition of Article**

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**6. Samples**

Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

**7. FOB Point**

F.O.B. destination in San Francisco, freight prepaid and allowed.

**8. Price List Discounts**

When bids are based on prices from a catalog or price list, bidder shall furnish copies as required herein. Contractor shall furnish additional lists as required. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list must remain firm during the term of the contract.

**9. Bidding on Separate Items and in the Aggregate**

Bidders may bid separately for any item unless otherwise provided. Bidders may make offer in an aggregate of several or all items.

**10. Prices**

Prices quoted must be firm except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

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### **BID AND CONTRACT CONDITIONS (Continued)**

#### **11. Awards; Rejection of Bids**

Purchasing may make awards on separate items or in an aggregate of several or all items. Purchasing reserves the right to reject any and all bids.

#### **12. Cash Discounts; Terms of Payment**

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- a. Discount period must be at least 30 days.  
Example: "1%, 30 days. Net 31."
- b. The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- c. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions of 12b and 12c above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

#### **13. Sunshine Ordinance**

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

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### **BID AND CONTRACT CONDITIONS (Continued)**

#### **TERMS RELATED TO THE CONTRACT**

**14. Inspection**

All articles supplied shall be subject to inspection and rejection by Purchasing or any department official charged with such duty.

**15. Contract Interpretation; Venue; Assignment**

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of Calif. This contract may be assigned only with the written approval of Purchasing.

**16. Hold Harmless and Indemnification**

Contractor shall assume the defense of all claims and suits against the City, its officers and agents, arising out of and in the course of performance of this contract and Contractor shall indemnify and hold harmless the City, its officers and agents, from any and all liability, loss or damage arising from such claims or suits.

**17. Failure to Deliver**

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**18. Budget and Fiscal Provisions**

This contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by City's Controller and 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 section shall control against any and all other provisions of this contract.

**19. Guaranteed Maximum Costs**

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

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### **BID AND CONTRACT CONDITIONS (Continued)**

- b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
- c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- d. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### **20. Taxes**

City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices.

#### **21. 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 contract without prior written permission of Purchasing.

#### **22. Nondiscrimination; Penalties**

- (a) **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual

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### **BID AND CONTRACT CONDITIONS (Continued)**

orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor.

- (b) Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Admin. Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in Admin. Code Sec. 12B.2(b).
- (d) Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the City's Admin. Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the S.F. Admin. Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

### **23. Minority/Women/Local Business Utilization; Liquidated Damages**

Contractor understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization") of the S.F. Admin. Code. Said provisions are incorporated herein by reference and made a part of this Agreement as though fully set forth. In the event Contractor willfully fails to comply with any of the provisions of Chapter



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### **BID AND CONTRACT CONDITIONS (Continued)**

12D.A, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or ten percent (10%) of the total amount of this Agreement, or one thousand dollars (\$1,000), whichever is greatest. The amount of liquidated damages imposed will be determined by the Director of the City's Human Rights Commission (HRC) after investigation pursuant to Sec. 12D.A.14©. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

#### **24. MacBride Principles – Northern Ireland**

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

#### **25. Tropical Hardwood and Virgin Redwood Ban**

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Article 12I of the Admin. Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 12I.3B, 12I.4B, and 12I.5B of the Admin. Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 12I shall be deemed a material breach of contract.

#### **26. Resource Conservation**

Contractor agrees to comply fully with the provisions of Chapter 21A (Resource Conservation) of the S.F. Admin. Code, as amended from time to time. Said provisions are incorporated herein by reference

#### **27. Submitting False Claims; Monetary Penalties**

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or

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#### **BID AND CONTRACT CONDITIONS (Continued)**

consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (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. (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.

**End Bid and Contract Conditions**

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### **GENERAL CONDITIONS**

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions shall take precedence.

**28. CONTRACT TERM**

The contract period shall be for 24 months. The initial term of this contract is the period from award execution date, approximately June 1, 2004, or the above-stated term date, whichever is later, through the last day of the month of a 36 consecutive month period.

**29. CONTRACT EXTENSION**

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing.

**30. TOLL-FREE TELEPHONE NUMBER**

A contractor located outside of the City and County of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service may be a consideration in evaluating this bid.

**31. MBE/WBE COMPLIANCE DECLARATION, HRC FORM 3**

See attached Form P-225, Standard Bid Forms, Item 1.

**32. AFFIRMATIVE ACTION**

Memorandum of the San Francisco Human Rights Commission (HRC) regarding "Information Concerning Affirmative Action Requirements for Suppliers," is attached and made a part hereof as though fully set forth herein. The Questionnaire and Workforce Data form shall be completed and returned with the bid. Failure to furnish this form may result in rejection of bid.

~~**33. MBE/WBE/LBE ORDINANCE NOT USED**~~

~~To qualify for a bid discount under the provisions of Administrative Code Chapter 12D.A, an MBE/WBE/LBE must be certified by the Human Rights Commission by the Bid Due date.~~

~~The certification application is available from HRC (415) 252-2500, and on the web at:~~

~~<http://www.ci.sf.ca.us/sfhumanrights/attachment.htm>~~

~~Click on "Certification Application (Schedule A)".~~

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### GENERAL CONDITIONS (Continued)

#### ~~34. CLAIM FOR PREFERENCE~~ **NOT USED**

~~To claim preference under the MBE/WBE/LBE Ordinance, see Bid Questionnaire.~~

#### ~~35. BID PREFERENCE FOR BROKERAGE SERVICES~~ **NOT USED**

~~Pursuant to Section 12D.A.5 of the MBE/WBE/LBE Ordinance, a bid preference will only be awarded to an MBE, WBE or LBE directly responsible for providing materials, equipment, supplies or services to City as required by the bid solicitation. An MBE, WBE or LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.~~

~~An MBE, WBE or LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a disadvantaged business preference program. Such a determination will be subject to audit by HRC.~~

~~No preference will be given to an MBE, LBE, or WBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.~~

#### ~~36. CHAPTER 12D.A. REQUIREMENTS~~ **NOT USED**

##### ~~A. MBE/WBE Subcontracting Participation Goals~~

~~The MBE subcontracting goal for this project is \_\_\_% and the WBE goal is \_\_\_% of the total value of the services to be procured. Bidder may request that the Director of HRC waive or reduce the subcontracting goals by submitting the reasons for the request in writing with its proposal. The factors that the Director will consider in evaluating such a request are set forth in S.F. Administrative Code §12D.A.17(G). Denial of the request may be appealed to the Human Rights Commission.~~

~~**Each person responding to this solicitation shall demonstrate in its response that it has used good faith efforts to employ MBE and WBE subcontractors, and shall identify the particular MBE and WBE subcontractors to be used in performing the contract.** For each MBE/WBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the services to be procured, the type of work to be performed, and such~~

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### GENERAL CONDITIONS (Continued)

~~information as may reasonably be required to determine the responsiveness of the proposal. MBE/WBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the bidder (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.~~

~~“Good faith efforts” when required of a professional services provider shall mean the steps undertaken to comply with the goals and requirements imposed by the City for participation by MBE/WBEs as subcontractors, and shall include the following:~~

- ~~(1) Attending any presolicitation or prebid meetings scheduled by the City to inform potential contractors of MBE/WBE program requirements for the project for which the contract will be awarded;~~
- ~~(2) Identifying and selecting specific items of the project for which the contract will be awarded to be performed by MBE/WBEs to provide an opportunity for participation by those enterprises;~~
- ~~(3) Advertising for MBEs or WBEs that are interested in participating in the project, not less than 10 calendar days before the due date for responses to the solicitation, in one or more daily or weekly newspapers, trade association publications, minority or trade-oriented publications, trade journals, or other media, specified by the City. This paragraph applies only if the City gave public notice of the project not less than 15 calendar days prior to the due date for responses to the solicitation;~~
- ~~(4) Utilizing HRC lists of enterprises that are certified by the Director of HRC as MBEs/WBEs not less than 15 calendar days prior to the due date for responses to the solicitation;~~
- ~~(5) For each specific trade identified in HRC’s lists of certified enterprises, providing written notice of interest in submitting a bid or proposal for the contract to the following numbers of certified MBEs/WBEs not less than 10 calendar days prior to the due date for responses to the solicitation:~~

~~MBEs/WBEs:~~

- ~~• If the HRC list of certified enterprises identifies 1-25 available MBEs/WBEs for the identified trade, the potential contractor must contact all of the identified firms.~~

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### GENERAL CONDITIONS (Continued)

- ~~● If the HRC list of certified enterprises identifies 26-50 available MBEs/WBEs for the identified trade, the potential contractor must contact 75% of the identified firms.~~
  - ~~● If the HRC list of certified enterprises identifies 51-75 available MBEs/WBEs for the identified trade, the potential contractor must contact 50% of the identified firms.~~
  - ~~● If the HRC list of certified enterprises identifies 76-100 available MBEs/WBEs for the identified trade, the potential contractor must contact 30% of the identified firms.~~
  - ~~● If the HRC list of certified enterprises identifies 101 or more available MBEs/WBEs for the identified trade, the potential contractor must contact 25% of the identified firms.~~
- ~~(6) Following up on initial solicitations of interest by contacting potential MBE/WBE subcontractors to determine with certainty whether those enterprises were interested in performing specific items of the project;~~
- ~~(7) Providing interested MBE/WBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work;~~
- ~~(8) Requesting assistance from minority and women community organizations; minority and women contractor or professional groups; local, state or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available;~~
- ~~(9) Negotiating in good faith with interested MBEs or WBEs, and not unjustifiably rejecting as unsatisfactory bids or proposals prepared by any MBEs or WBEs, as determined by the City;~~
- ~~(10) Where applicable, advising and making efforts to assist interested MBE/WBEs in obtaining bonds, lines of credit, or insurance required by the City or contractor;~~
- ~~(11) Making efforts to obtain MBE/WBE participation that City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.~~

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### GENERAL CONDITIONS (Continued)

~~Proposals which fail to comply with the material requirements of S.F. Administrative Code §12D.A.17 and this contract proposal will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of MBE/WBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with HRC-certified MBEs and/or WBEs located in San Francisco.~~

- ~~(9) Negotiating in good faith with interested MBEs or WBEs, and not unjustifiably rejecting as unsatisfactory bids or proposals prepared by any MBEs or WBEs, as determined by the City;~~
- ~~(10) Where applicable, advising and making efforts to assist interested MBE/WBEs in obtaining bonds, lines of credit, or insurance required by the City or contractor;~~
- ~~(11) Making efforts to obtain MBE/WBE participation that City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.~~

~~Proposals which fail to comply with the material requirements of S.F. Administrative Code §12D.A.17 and this contract proposal will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of MBE/WBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with HRC-certified MBEs and/or WBEs located in San Francisco.~~

### ~~C. HRC Forms to be Submitted with Bid~~

- ~~(1) All bids submitted must include Human Rights Commission (HRC) Form 1 (included in Appendix C) whether or not a rating discount is applied for.~~
- ~~(2) HRC Forms 2A and 2B, 4, 5 and 6 (also included in Appendix C) are to be submitted with the bid. If these forms are not returned with the bid, the proposal may be determined to be nonresponsive and rejected. HRC Schedule A must be submitted if applicable.~~
- ~~(3) Please submit only one copy of the above forms with your proposal. The forms should be submitted in a separate, sealed envelope addressed to:~~

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**GENERAL CONDITIONS (Continued)**

~~\_\_\_\_\_~~, Contract Compliance Officer  
~~Human Rights Commission~~  
~~Pier 1~~  
~~San Francisco, CA 94111~~  
~~(415) 274-0511~~

~~(4) If apply for a rating discount as a joint venture: The MBE or WBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the MBE or WBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-MBE or no WBE joint venture partner. The MBE or WBE joint venture's portion of the contract must be assigned a commercially reasonable dollar value.~~

~~If you have any questions concerning the HRC Forms, you may call \_\_\_\_\_, the Human Rights Commission Contract Compliance Officer at (415) \_\_\_\_\_. The forms will be reviewed and approved by HRC.~~

### 37. AUDIT AND INSPECTION OF RECORDS

Contractor agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this contract, whether funded in whole or in part under this contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this contract 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 of this contract shall have the same rights conferred upon City by this Article.

### 38. CONFLICT OF INTEREST

- A. Contractor states that it is familiar with provisions of Section C8.105 of the Charter of the City and County of San Francisco, and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of any said sections.



## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

#### **OTOP – Mobile Methadone Van and Ward 93**

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#### **GENERAL CONDITIONS (Continued)**

- B. No officer, member or employee of City and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor, nor member of Contractor's family shall serve on a City board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operations or authorizes funding to Contractor.

#### **39. 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 in any way affect the right of the party to enforce such provisions thereafter.

#### **40. CONTRACTOR'S DEFAULT**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to City; (b) take action in accordance with Section 17, Page 4; or (c) take other appropriate action as Purchasing deems necessary.

#### **41. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

#### **42. PROPRIETARY INFORMATION OF CITY**

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement, except to the extent that Contractor can demonstrate that: (a) the confidential information at the time of disclosure

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### **GENERAL CONDITIONS (Continued)**

was part of the public domain by publication or otherwise, except by breach of this Agreement; (b) the confidential information can be established to have been in possession of Contractor at the time of disclosure and was not acquired directly or indirectly from City under another proprietary information obligation; or (c) the confidential information was received from a third party without any restrictions; provided, however that such information was not obtained by said third party, directly or indirectly, in breach of a proprietary information obligation with City.

#### **43. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

#### **44. REPORTS BY CONTRACTOR**

Each year, 90 days before the anniversary date of this contract, Contractor must furnish a report of the total services ordered under this contract during the preceding twelve months. The report must be in a format acceptable to City and must list by department or location: all services awarded under this contract; total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this contract.

Contractor shall send the reports to:

Carlos Chavez, Sr. Purchaser  
Re: Term Contract No. 86200  
Office of Contract Administration – Purchasing Division  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

#### **45. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, in duplicate and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

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#### **GENERAL CONDITIONS (Continued)**

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

#### **46. SUBCONTRACTING**

Contractor is prohibited from subcontracting services under this contract unless such subcontracting is agreed to in writing and executed in the same manner as this contract. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

#### **47. INDEPENDENT CONTRACTOR**

Contractor is and shall be deemed to be, at all times, an independent contractor and the City will not be liable for any act or acts of Contractor, and nothing herein contained shall be construed as creating the relationship of employer-employee between the parties.

#### **48. SEVERABILITY**

If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding, this contract shall remain in full force and effect and such term or provision shall be deemed stricken.

#### **49. EMERGENCY – PRIORITY 1 SERVICE**

In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products or 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, Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

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### **GENERAL CONDITIONS (Continued)**

**50. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION  
– IRS FORM W-9**

See attached Form P-225, Standard Bid Forms, Item 4.

**51. FIRST SOURCE HIRING PROGRAM (FSHP)**

If the contract is for more than \$200,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fshp.htm](http://www.sfgov.org/moed/fshp.htm).

**A. Incorporation of Administrative Code Provisions by Reference**

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

**B. First Source Hiring Agreement**

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool

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### **GENERAL CONDITIONS (Continued)**

of Qualified Economically Disadvantaged Individuals to participating Employers.

- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

**C. Hiring Decisions**

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

**D. Exceptions**

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

**E. Liquidated Damages**

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**F. Subcontracts**

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

## **52. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS**

This paragraph applies if the contract exceeds \$50,000 over a twelve-month period or less and is for: (1) personal services; or (2) the selling or furnishing of any material, supplies or equipment; or (3) any combination of such services and material, supplies or equipment.

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### **GENERAL CONDITIONS (Continued)**

San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 *et. seq.*, and San Francisco Ethics Commission Regulations 3.710(a)-1 – 3.730-1, prohibit the public officials who approved this contract from receiving: (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of \$50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

Contractor understands that any public official who approved this contract may not accept campaign contributions, gifts, or future employment from Contractor except as provided under the Conduct Code. Contractor agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract. Upon request, Contractor agrees to furnish, before this contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code.

Upon request, the City agrees to provide, before the contract is entered into, Contractor with a list of public officials who, under the Conduct Code, approved this contract. Failure of any public official who approved this contract to abide by the Conduct Code shall not constitute a breach by either the City or Contractor of this contract. Notwithstanding anything to the contrary in this contract, neither party shall have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.

### **53. MINIMUM COMPENSATION ORDINANCE ("MCO")**

#### **Background**

The Minimum Compensation Ordinance went into effect October 8, 2000. This new law requires some, but not all, organizations that have service contracts with the City or operate at San Francisco International Airport to pay their employees who are working on those City contracts at least \$10.51 per hour and provide 12 paid days off per year and 10 unpaid days off per year (for a full-time employee working under the City contract). If an employee works less than full time on the City contract, the employer must pay the employee \$10.51 an hour for the hours worked on the City contract, and the paid and unpaid time off must be proportional to the hours worked on the City contract. The required pay rate under the MCO

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### **GENERAL CONDITIONS (Continued)**

increases at a rate of 2.5% a year for the next two (2) years. The increased pay rate is effective January 1 of each year.

To qualify for MCO benefits, the employees working on the City contract must work at least 4 hours per week per pay period if they are working within San Francisco city limits or on property owned by the City, or at least 10 hours per week per pay period if they are working elsewhere.

The MCO applies only if you have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department **and** have more than 20 employees, including employees of any parent, subsidiaries and subcontractors. If you meet these criteria but do not provide MCO benefits for a potential City contract, the City can do business with you only if the contract receives an exemption or a waiver.

Your best source of information about the MCO is the MCO website:

[www.sfgov.org/oca/lwlh.htm](http://www.sfgov.org/oca/lwlh.htm)

You will find:

- The text of the ordinance. Section 12P.5 contains new contract language that appears in the City's contracts and purchase orders.
- Information and Help for Contractors
- Information and Help for Contractors at the Airport
- Information and Help for Employees
- FAQs
- Forms
- Contact Information

### **Contract Provisions**

Chapter 12.P of the S.F. Administrative Code is incorporated herein by reference, and Contractor agrees to comply with the MCO in performing this Contract. In addition to any other MCO provisions that may be applicable to Contractor, Contractor agrees to abide by the following terms:

- (a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Contract, Contractor shall provide to the Covered Employee no less than the Minimum Compensation.
- (b) Contractor understands and agrees that the failure to comply with the foregoing requirement of the MCO shall constitute a material breach by Contractor of the terms

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### **GENERAL CONDITIONS (Continued)**

of this Contract. The City, acting through its Contracting Department, shall determine whether such a breach has occurred.

- (c) If, within 30 days after receiving written notice of a breach of this Contract for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through its Department of Purchasing, shall have the right to pursue any rights or remedies available under the terms of this Agreement, Chapter 12.P or other applicable law.
- (d) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.
- (e) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- (f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.
- (g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO.
- (h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five business days to respond.
- (i) The City may conduct random audits of Contractor. Random audits shall be
  - (i) noticed in advance in writing;
  - (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO;
  - (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and
  - (iv) limited to one audit of Contractor every two years for the duration of this Contract. Nothing in this



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### **GENERAL CONDITIONS (Continued)**

Contract is intended to preclude the City from investigating any report of an alleged violation of the requirements of this Contract relating to the MCO.

- (j) Any Contractor subject to the provisions of this Chapter shall promptly notify the City of any subcontractors performing services covered by this Chapter and shall certify to the City that it has notified the subcontractors of their obligations under this Chapter.
- (k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue all lawful remedies in the event of a breach by Contractor of subsections (a) and (b).
- (l) If Contractor is exempt from the MCO when this Contract is executed because the cumulative amount of contracts with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into a contract or contracts that cause Contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Contract. This obligation arises on the effective date of the contract that causes the cumulative amount of contracts between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

#### **54. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

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

- (a) For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (b) Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.
- (c) Contractor's failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for

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#### **GENERAL CONDITIONS (Continued)**

violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

- (d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- (e) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Contractor shall keep itself informed of the current requirements of the HCAO.
- (h) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (i) Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.
- (j) City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

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### **GENERAL CONDITIONS (Continued)**

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

### **55. EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- A. Contractor shall provide the Earned Income Credit (EIC) Form to each Eligible Employee at each of the following times:
- (1) within 30 days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question);
  - (2) promptly after any Eligible Employee is hired by Contractor; and
  - (3) annually between January 1 and January 31 of each calendar year during the term of the Contract.
- B. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- C. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

### **56. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code

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### **GENERAL CONDITIONS (Continued)**

Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years.

#### **57. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

As of July 1, 2003, Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 21.G is obtained from the Department of the Environment under Section 21.G.5 of the Administrative Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### **58. SERVICES PROVIDED BY ATTORNEYS**

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

#### **59. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**End General Conditions**

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### **SPECIAL CONDITIONS**

**60. PURPOSE**

The purpose of this contract is to provide qualified and trained armed security officers to perform security services as detailed under Special Condition 62, Scope of Services, in accordance with all other provisions of this contract, for the Department of Public Health and San Francisco General Hospital.

**61. PRE-BID CONFERENCE**

A Pre-bid Conference will be held as follows:

**DATE: April 9, 2004 (Friday)**

**TIME: 10:00 a.m.**

**PLACE: San Francisco General Hospital and Medical Center  
Main Building, 7th Floor, Room 7M27  
1001 Potrero Avenue  
San Francisco, CA 94110**

Though not mandatory, attendance at the Pre-bid Conference is strongly urged for all prospective bidders on this contract.

**NOTE: Please ensure that you bring a copy of this contract proposal to the Pre-bid Conference.**

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or Fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Carlos Chavez, Senior Purchaser  
San Francisco General Hospital  
1001 Potrero Ave., Room GP1  
San Francisco, CA 94110

Fax (415) 206-6956

Please reference Contract Proposal No. 86200

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference will be executed by written Change Notice.

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### **SPECIAL CONDITIONS (Continued)**

#### **62. SCOPE OF SERVICES**

Contractor shall provide armed security guards and related services for two (2) separate programs of the San Francisco Department of Public Health Community Health Network as specified below:

- A. Two (2) Armed Guards for Ward 93 at San Francisco General Hospital – Substance Abuse Services (OPO) Opiate Treatment Outpatient Program. (For details refer to Exhibit “A” attached)
- B. One (1) Armed Guard/Driver for the Mobile Methadone Van (OTOP) Opiate Treatment Outpatient Program. (For details refer to Exhibit “B” attached)

#### **63. HOLIDAY SCHEDULE**

The City currently observes the following holidays during each calendar year. Contractor will be required to provide service accordingly.

New Year Day

Martin Luther King’s Birthday

Presidents’ Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Cesar Chavez Day will be added if approved by the City)

#### **64. RESPONSIBILITY OF THE CONTRACTOR**

Contractor shall maintain sufficient qualified personnel and facilities and resources to properly and adequately perform all services called for under the contract. Contractor shall identify a representative of their company who will be responsible for the City’s needs.

## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

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#### **SPECIAL CONDITIONS (Continued)**

Contractor agrees that the services to be performed by it herein, including the locations and areas for specified services, the hours for which such services are to be maintained, and the number of trained, equipped and qualified Security Guards to be furnished by Contractor hereunder shall be subject to approval by the City. Contractor agrees that the scheduled work hours and days of security services may be changed at any time, without any penalty to City, provided City gives a one (1) week notice of intentions.

- A. All Security Guards will be employees of the Contractor. As an independent contractor, the hiring, training, equipping, supervising, directing and discharging of the Security Guards shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall be the responsibility of the Contractor.
- B. Contractor will provide and supervise personnel who are qualified and uniformed as required herein for as directed by the SFGH Contract Administrator or his/her designated representative.
- C. Prior to assignment of Contractor's employees to this contract, Contractor shall provide proof of adequate training of his/her Security Guards as required herein. Furthermore, Contractor shall provide an affidavit of training (Attachment A) signed by the Contractor and his/her employee for each employee certifying that each type of training required herein has been completed. Said affidavit shall be on forms provided by the City (sample is attached hereto). Falsified affidavits shall be grounds for immediate removal and replacement of Contractor's employee. Contractor is responsible for verifying the truth and accuracy of each affidavit. Contractor agrees that failure to do so deliberately or negligently is a default of the contract and grounds for termination thereof.
- D. Security Guards are to be uniformed and armed as required herein.
- E. Security Guards shall have the ability to speak, read, understand and properly use documents written in English.
- F. Contractor shall provide Security Guards with two-way radios, cell phones or both for use while performing security services under the contract.
- G. City may request Contractor to remove any Security Guard from its premises at any time it desires and for any reason whatsoever, and Contractor shall provide an immediate replacement.

## AWARD

**ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH  
OTOP – Mobile Methadone Van and Ward 93**  
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### SPECIAL CONDITIONS (Continued)

- H. City will require records of any/all vehicles registered, owned, or driven by any guard assigned to this contract. Any outstanding parking citations must be paid prior to the assignment date.
- I. Contractor shall make available to City upon request, time records and payroll records of employees that Contractor has assigned to work under this contract. Such records must be maintained within 100 miles of San Francisco.
- J. All such records will be made available for audit and re-audit during the entire term of the contract, including any subsequent extensions and for two years thereafter.
- K. Infection Control, Health and Safety:
- (1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control Plan 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.
  - (2) Contractor must demonstrate personnel policies/procedures for protection of staff 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.
  - (3) 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.
  - (4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
  - (5) 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.



## **AWARD**

**ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH  
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### **SPECIAL CONDITIONS (Continued)**

- (6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.
- (8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

**L. Compliance With Grant Award Notices:**

CONTRACTOR recognizes that funding these services is provided to the CITY through federal, state or private foundation awards. CONTRACTOR agrees to comply with the provisions of the CITY'S agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

### **65. CITY DEPARTMENT'S RESPONSIBILITIES**

- A. Authorized personnel from San Francisco General Hospital will be responsible for monitoring and maintaining adequate records of all service transactions under this contract.
- B. Maintain a documented record of all incident reports.
- C. Notify Purchaser in writing of any performance problems. (See 64.D and 64.I)
- D. Document replacement of Security Guards.
- E. Review and evaluate annual reports from Contractor.
- F. Verify and document Guard's license, training and criminal record.
- G. Provide Purchaser advance written notification of any recommended modifications to the contract, including contract extensions.

### **66. CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS**

- A. Contractor must provide proof of having a minimum of three (3) years direct service experience as a Private Patrol Operator licensed by the State of California Department of Consumer Affairs.

## **AWARD**

**ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH  
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### **SPECIAL CONDITIONS (Continued)**

- B. Bidder must submit with their bid, a detailed report of at least three facilities of the approximate size and services of a similar type. Information shall include, but may not be limited to, name of facility, approximate square footage and person to contact.
- C. Bidder must complete the attached **Reference Worksheet**. Failure to provide the requested information may result in rejection of their bid. Purchaser reserves the right to evaluate the bidder's qualifications and may reject a bidder deemed to have inadequate experience.
- D. The City may make such investigations, as it deems necessary, prior to the award of this contract to determine the conditions under which work is to be performed. The Purchaser will take into consideration, but not be limited to:
  - (1) Bidder's experience
  - (2) Location
  - (3) Adequacy of plant facilities
  - (4) Sufficient personnel and equipment to properly perform all services called for under the contract.
- E. City reserves the right to inspect Contractor's place of business prior to award or at any time during the contract term or any extension thereof to aid Purchaser in determining Contractor's capabilities and qualifications.
- F. Contractor will be responsible for providing technical support and assistance to San Francisco General Hospital. As part of this requirement, Contractor must provide, by phone, personnel with in-depth technical knowledge of the services Contractor is providing under this contract, to answer questions and offer any assistance required by San Francisco General Hospital during City business hours (8:00 a.m. – 5:00 p.m.)
- G. Contractor shall be responsible for producing the usage reports required under General Condition 44 of this document. Failure to provide the required reports may result in application of General Condition 40, Contractor's Default, of this contract.
- H. City reserves the right to reject any bid on which the information submitted by bidder fails to satisfy City and/or bidder is unable to supply the information and documentation within the period of time requested.
- I. City reserves the right to terminate this contract 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.

## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

#### **OTOP – Mobile Methadone Van and Ward 93**

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#### **SPECIAL CONDITIONS (Continued)**

- J. Bidder must submit with their bid a detailed report disclosing performance deficiencies and complaints against Bidder's organization, during the last three years, by former or current customers, including Departments of the City and County of San Francisco if any. Describe the issues involved, and how they were resolved.

#### **67. CONTRACTOR'S LICENSE**

Contractor's State of California Bureau of Consumer Affairs license must be continuously in full force and effect for the duration of the contract. Contractor's license must not be currently under probation or suspension as set forth by the State of California, Department of Consumer Affairs. Failure to maintain these requirements shall be considered a breach of contract and grounds for termination.

#### **68. CONTRACTOR'S EMPLOYEES**

- A. Each and every employee provided under this contract should have the minimum qualifications required for the position for which he/she is provided as specified herein, to include a license as provided by the State of California, Bureau of Consumer Affairs. San Francisco General Hospital may require proof of such qualifications at any time from either the employee or Contractor. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by Contractor at no additional cost to City.
- B. Contractor's employees must be physically able, skilled at, and willing to physically restrain and detain violent persons.

#### **69. MINIMUM AGE**

Security Guard must be a minimum of twenty-one (21) years of age. This requirement may be waived for veterans of military service with the written approval of the Purchaser.

#### **70. TRAINING**

Prior to the commencement of the contract proof of training as required below including firearms training certification, in addition to the training required by the State of California, Private Investigators and Patrol Operators and Patrol Operators Adjuster's Act and State of California Department of Consumer Affairs, must be provided by the Contractor. **NOTE: ALL REQUIRED TRAINING MUST BE COMPLETED NO LATER THAN THIRTY (30) DAYS AFTER RECEIVING NOTICE TO AWARD OR ASSIGNMENT OF EMPLOYEE TO THIS CONTRACT.** The Contractor must provide the SFGH Contract Administrator or his/her designated representative **with a copy of their lesson plan, dates, times, and location of each block of instruction.** Resume for each instructor of the above

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### **SPECIAL CONDITIONS (Continued)**

must be submitted seven days prior to the commencement of training. The training program may be waived if the Contractor can provide sufficient documentation, that employee is similarly qualified, to support their request. The City's consent shall be by written approval of the SFGH Contractor Administrator or his/her representative. At the commencement of the contract and quarterly thereafter, or when a significant change in personnel occurs, security guards will be trained in an overview of San Francisco General Hospital policies.

The training shall include, but not be limited to:

- Legal Basis for Security Officers
- Rights of Security Officers
- Criminal Law
- Arrest and Control Techniques
- Patrol Procedures (Revenues and Facility)
- Report Writing
- Fire Protection and Prevention
- Communication Procedures
- Loss Prevention
- Ethics
- **Use of Firearm\***
- **Use of Baton\***
- **Chemical Agents (Mace)\***
- Public Relations
- Crime Scene Control
- Civil and Human Rights Sensitivity Training

**\*NOTE: THESE ITEMS MUST BE APPROVED FOR USE BY SAN FRANCISCO GENERAL HOSPITAL.**

#### **71. PROFESSIONAL STANDARDS OF CONDUCT**

Contractor shall provide a description of organizational standards of conduct for employees and shall ensure that employees adhere to them (including, but not limited to, policies

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### **SPECIAL CONDITIONS (Continued)**

regarding dress, attention to duty, personal visits and prohibited use of San Francisco General Hospital telephones for personal use while in duty).

#### **72. CULTURAL COMPETENCE**

Contractor must demonstrate cultural competence and sensitivity in serving diverse communities of various ethnic backgrounds.

#### **73. DRUG AND ALCOHOL TESTING**

Contractor shall conduct pre-employment drug tests for all guards assigned to this contract. The City will not accept any guard who has tested positive on a pre-employment drug test. No guard shall indulge in the use of, or be under the influence of intoxicants, or have open container(s) of intoxicants in his or her possession when reporting for or while on duty or at any time on City premises. The City also prohibits the manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace. Contractor shall remove any guard that the City reasonably suspects may have violated any of the above provisions.

#### **74. LIST OF PROPOSED PERSONNEL**

The Contractor, prior to starting any work, must furnish San Francisco General Hospital with a complete list of all personnel assigned, their assignment and a copy of the application for employment.

Contractor will be required to make a background/status check of each security guard assigned to any of the San Francisco General Hospital operations covered by the contract to include but not limited to:

- Criminal records
- DMV records
- Military records
- Education
- Employment history

Criminal Report checks will additionally be made on personnel every six months at the Contractor's expense.

Persons with the following records may not be accepted as Security Guards for this contract:

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

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### **SPECIAL CONDITIONS (Continued)**

#### **75. UNQUALIFIED EMPLOYEES**

The City shall not pay for any service provided by Contractor's employees who do not meet the training qualifications specified herein. The granting of any payment by the City, or the receipt thereof by the Contractor shall not constitute acceptance of services for which payment is made. In the event that the City discovers, at any time, that it has already paid the Contractor for services provided by an unqualified employee of the Contractor, the Contractor shall immediately refund to the City any such payment. The City may, at its option, deduct an equal amount from any payment due or to become due to the Contractor under this agreement or any other agreement.

#### **76. UNIFORMS**

All personnel assigned to this contract, including the coordinator and supervisors, will be uniformed. All personnel shall be similarly uniformed and be required to wear numbered badges and name tags.

Security guards shall be provided with radio holders and handcuff cases.

The uniform that the Contractor utilizes must be a police/military style uniform in the following colors or a combination thereof:

- Dark Blue
- Dark Grey
- Forest Green
- Tan

If a combination of the above colors are utilized, they must be color coordinated.

Uniform shoes/boots will be black in color and plain toe.

Uniform headgear may be required.

Uniform (snap-on) tie will be required.

Flashlight is required.

No additional accessories may be added to approved uniforms such as headbands, bandanas, etc. All uniforms must be approved by the SFGH Contract Administrator. Any changes in the uniform style or color will be at no additional cost to the City.

#### **77. 24-HOUR EMERGENCY RESPONSE**

Contractor also agrees to provide twenty-four (24) hour emergency response services. When Contractor is notified of an alarm and/or unauthorized break in the system, Contractor agrees

## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

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#### **SPECIAL CONDITIONS (Continued)**

to dispatch a radio-equipped security officer to investigate and if necessary notify the SFGH Contract Administrator and/or the San Francisco Police Department. Contractor shall respond and report that he is on the scene no more than ten minutes after notification of an alarm. Additional personnel required for emergency response shall be paid at the hourly rate agreed upon in this contract.

#### **78. REASSIGNMENT OF THE SECURITY FORCE**

From time to time, and as circumstances require, the security force may be reassigned without further cost to the City by written direction of the Purchaser or the SFGH Contract Administrator. If additional personnel is required, the additional cost to the City will be based upon the hourly wages as provided on the Bid Sheet. If circumstances require the elimination of certain services, the price to the City will be adjusted downward, based upon the hourly wages as provided on the Bid Sheet.

#### **79. INCIDENT REPORTS**

- A. Contractor and his/her employees shall be required to provide daily written incident reports. The format used by the Contractor for all reports must be approved by San Francisco General Hospital. Any changes will be made at no cost to the City. Incident reports shall be filed by the end of the shift during which said incident(s) occurred by each and every guard involved.
- B. Incident reports are required in any of the following circumstances:
1. Guard is required to make any physical contact with a member or members of the public, City staff, or other guards.
  2. Guard is required to intervene between any two or more other persons including other guards.
  3. Guard witnesses any crime or suspected crime, including assault.
  4. Guard witnesses any incident in which there is a potential injury, whether or not medical attention is immediately required, or in which loss or damage to public or private property occurs.
  5. Guard is required to give directions or orders to staff or public and is met with protests or expressions of unwillingness to comply.
  6. Guard discovers any unlocked doors or any activated alarms, false or otherwise.
  7. Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.

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### SPECIAL CONDITIONS (Continued)

- C. All written reports are to be submitted by the beginning of the next ordinary working day to:

City and County of San Francisco  
San Francisco General Hospital  
1001 Potrero Ave., 7M36  
San Francisco, CA 94110  
Attn: Richard Rothman  
Contract Administrator

#### 80. BID SECURITY

Each bid must be accompanied by a bid bond, or money order, or a cashier's check or certified check, in the amount of **\$1,000** payable to the City and County of San Francisco, to guarantee the filing of Insurance Certificates and the Fidelity Bond or Blanket Crime Policy, and the proper execution of the contract. **Personal or company checks will not be accepted.**

Failure to submit the bid security will result in the rejection of the bid and bidder declared as non-responsive.

After award, all bid proposal guaranties except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

#### ~~81. PERFORMANCE BOND~~ **NOT USED**

~~The successful bidder will be required to furnish a performance bond on the form furnished by City, in a sum not less than 100% of the annual amount of the contract to guarantee the faithful performance of this contract.~~

~~The bond must be approved as to sufficiency and qualifications of the surety by the Controller.~~

~~The bond must be renewed annually for multi-year contracts.~~

#### 82. FIDELITY BOND

Contractor shall maintain throughout the term of this contract, 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 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.



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### **SPECIAL CONDITIONS (Continued)**

#### **83. INSURANCE**

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- A. Contractor will maintain and keep in force, during the full term of the contract, insurance in the following amounts and coverage:
- (1) Workers' Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.
  - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broad Form Property Damages, Personal Injury, Products and Completed Operations.
  - (3) Commercial Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and Hired Auto Coverages, as applicable.
- B. Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:
- (1) Name as ADDITIONAL INSURED, the City and County of San Francisco, its Officers, Agents, and Employees.
  - (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. ALL POLICIES SHALL BE ENDORSED TO PROVIDE:

Thirty days advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following address:

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

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### **SPECIAL CONDITIONS (Continued)**

- D. Before commencement of the term of this contract, certificates of insurance and copies of Additional Insured policy endorsements, in form and with insurers acceptable to City, evidencing all required insurance, shall be furnished to City, with complete copies of policies upon request.
- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
- F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and 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 limits specified above.
- G. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- H. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

### **84. INDEMNITY**

Indemnification and Hold Harmless. Contractor shall indemnify the San Francisco Department of Public Health Community Health Network, the City and County of San Francisco, San Francisco General Hospital and their respective agents (individually or collectively, an "Indemnitee") against any and all losses (other than those arising out of the gross negligence or willful misconduct of San Francisco General Hospital) arising out of: (a) any injury to or death of any person or damages to or destruction of any property occurring or resulting from any act or omission of Contractor or its Agents, or (b) any default by Contractor in the observance or performance of any of the terms, covenants or conditions of this Agreement, or (c) the use, occupancy or condition of the advertisements or Contractor's activities in the locations of service or in performance of this contract. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any loss for which Contractor has indemnified an Indemnitee, and upon written notice from such Indemnitee, Contractor shall at its sole expense answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnitee. The Indemnitee

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### **SPECIAL CONDITIONS (Continued)**

shall have the right, exercised in their sole discretion, but without being required to do so, to defend, adjust, settle, or compromise any claim, obligation, debt, demand, suit or judgement against the Indemnitee in connection with the advertisements. The provisions of this paragraph shall survive the termination of this contract with respect to any loss occurring prior to or upon termination. Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnitee from any claim which actually or potentially falls within this indemnity provision even if such allegation is groundless, fraudulent or false, and at all times before the determination of the validity of any such claim. The foregoing indemnity is not limited by the amount of insurance required to be maintained by the Contractor.

#### **85. FAILURE TO EXECUTE CONTRACT**

- A. Within ten business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) and specified insurance certificates, including additional endorsement, to City.
- B. If the bidder fails or refuses to furnish the required bond and/or insurance within ten business days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the fidelity bond or Blanket Crime Policy and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

#### **86. PRICE**

- A. **Bid prices are to be firm for an initial period of twenty-four (24) months from award date through the end of the last month of this initial twenty-four (24) month consecutive period of the contract.**
- B. Any bid requiring receipt of contract award in less than sixty (60) days will be unacceptable.
- C. Only the bid prices that appear on City's Contract Proposal Bid Sheet will be considered. No other pages with prices or attached price lists will be considered.

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### **SPECIAL CONDITIONS (Continued)**

- D. Bid price to include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training. All costs to City shall be included in prices entered on Bid Sheet.

#### **87. PRICE ADJUSTMENT**

Prices may be considered for increase or decrease after the end of the last month of the initial and consecutive twenty-four (24) month period of the contract. Such adjustments shall be a percentage increase or decrease of the prices for the previous twelve (12) month period. Said percentage shall be equal to the percentage increase or decrease for Private Industry Workers in Security Guard Service occupations for the previous 12 months as published by the U.S. Department of Labor, Bureau of Labor Statistics in the Employment Cost Index. Such adjustments shall commence 30 days after notification and submission of satisfactory documentation and agreement of the Purchaser. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. This price adjustment clause shall apply to any extensions of the contract term; however, any price increase shall be limited to a maximum 5% for each 12-month period unless approved by the Purchaser.

#### **88. CIVIL SERVICE COMMISSION**

Award of the contract will be subject to approval by the Civil Service Commission as requested by the Department of Public Health.

#### **89. BID PRICE EVALUATION**

To determine the apparent low bidder, bid price will be evaluated and computed into one single total evaluated bid price based on Items 1 and 2. Bidders are required to provide prices as requested.

Except as otherwise noted on Bid Sheet, bid prices will be evaluated based on the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12).

#### **90. AWARD**

- A. Award will be made in the aggregate for Items No. 1 and 2 only.
- B. In determining the award, Purchasing will take into consideration, but will not be limited to:

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### **SPECIAL CONDITIONS (Continued)**

- (1) Price (evaluated)
- (2) Satisfactory review of bidder's qualifications
- (3) Any other factors deemed pertinent

### **91. AWARDED ITEMS**

- A. If, during the term of the contract, 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 contract 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 purchase the required replacement service from any source and in the manner as determined by Purchasing.
- B. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the services required in the contract. Any changes made without the approval of Purchasing will constitute default and result in City invoking General Condition 40, Contractor's Default.

### **92. ADDITIONAL NEW ITEMS**

- A. Additional services may be added to this contract by mutual agreement of the parties.
- B. Aggregated cost of all services added to the contract during the contract term shall not exceed 20% of the total estimated value (cost) of the original contract.
- C. All requests to add additional services to the contract must be submitted by San Francisco General Hospital in writing to the Office of Contract Administration, Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by Contractor, for each service.
- D. All additional services added to the contract shall be approved through issuance of a contract modification.
- E. In the event the aggregated cost of the contract would be increased by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the excess of these limits shall be bid in accordance with standard Purchasing Procedures.

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### **SPECIAL CONDITIONS (Continued)**

The resulting bid award shall be added to the contract through a contract modification and include Contractor's name and information, complete service description, delivery information and pricing information.

- F. The contract term for the additional services added to the contract after the initial award shall be the remaining term of the existing contract and any extension thereof.

### **93. DISPLACED WORKER PROTECTION ACT**

Contractors are hereby notified of the requirements to comply with the Displaced Worker Protection Act (DWPA, Article 33C of the San Francisco Administrative Code). The DWPA applies to any contract (services contract) to be performed with the City and County of San Francisco (City), entered into between City and any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity with 25 or more employees. Employee for the purpose of the DWPA includes any service employee of the contractor or its subcontractor(s) who works at least 15 hours per week and whose primary place of employment is in the City but does not include: 1) managerial, supervisory or confidential employees as defined by the Fair Labor Standards Act; or 2) employees who do not possess or have not maintained a required occupational license.

**For contracts subject to the DWPA, the contractor is under the following obligations:**

#### Transition Employment Period

- A. Where the contracting City department has given notice that a service contract has been terminated or ended, or where a service contractor has given notice of such termination, upon giving or receiving such notice, as the case may be, the terminated or ending contractor shall, within ten days thereafter, provide to the successor contractor, the name, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the prospective contractor at the time of contract termination (employment information). This provision shall also apply to the subcontractors of the terminated contractor.

If the terminated contractor does not know the identity of the successor contractor, if any, by the time of the contract termination notice, the terminated contractor shall obtain such information from the contracting City department at such time. Where a subcontractor of a service contractor has been terminated prior to the termination of the service contract, the terminated subcontractor shall be deemed a terminated contractor for purpose of the DWPA.

## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

#### **OTOP – Mobile Methadone Van and Ward 93**

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#### **SPECIAL CONDITIONS (Continued)**

- B. A successor contractor shall retain, for a 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding eight months or longer at the site or sites covered by the contract.
- C. If at any time a successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classifications.
- D. During such 90-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.
- E. Except as provided in subsection (C) of this section, during such 90-day period, the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to the DWPA. Cause for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance, excluding permissible union-related activity.
- F. At the end of such 90-day period, a successor public sector contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to the DWPA. If the employee's performance during such 90-day period is satisfactory, the successor public sector contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the public sector successor contractor (or subcontractor) or as required by law.
- G. Contractors must include a provision in all subcontracts requiring subcontractors to comply with the obligations imposed by the DWPA.

#### Enforcement

- A. An employee who has been discharged in violation of the DWPA by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded back pay, including the value of benefits, for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

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#### **SPECIAL CONDITIONS (Continued)**

- (1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification; or,
  - (2) The final regular rate received by the employee.
- B. If the employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs as part of the costs recoverable.

#### Successor's Prior Employees

A successor contractor or subcontractor may replace an employee retained pursuant to the DWPA with a person employed by the contractor or subcontractor continuously for eight months prior to the commencement of the successor service contract or subcontract in a capacity similar to that proposed under the successor service contract or subcontract, but only if the existing employee of the successor contractor or subcontractor would otherwise be laid off work as a result of the award of the successor contract.

#### **94. ORDERING**

- A. Services to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by San Francisco General Hospital during the effective period of the contract.
- B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of services and contract pricing.

#### **95. BILLING**

Contractor shall not invoice City nor will City pay for any period in which Guard was determined to have been absent.

All invoices must show the Contract Number, Citywide Blanket Purchase Order Number, Contract Item number, complete description of services performed, contract payment terms and contract price.

City, on services covered by this contract, will honor no minimum service order charges. Contractor must accept and process, without any extra charges, orders for any service as requested by City.

Failure to submit invoices with all the required information, or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when City receives a properly completed invoice containing all the required information. **Note: Invoices must be submitted in triplicate.**



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### **SPECIAL CONDITIONS (Continued)**

#### **96. PAYMENT**

- A. In accordance with the prices quoted in the successful bid and subject to any applicable discount provision contained in said bid, City agrees to pay for all services at said rate. City shall make payments to Contractor in arrears, for services actually performed, throughout the term of the contract.
- B. Invoices submitted by Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by City to Contractor shall be subject to audit by City.

#### **97. CHANGE OF CONTRACTOR**

Should this contract necessitate a change in contractor, both contractors shall work to a systematic change in collaboration with SFGH as required. The newly awarded contractor shall assume the responsibility to supply all services under this contract only after receiving confirmation from City that they have provided all Bond and Insurance requirements.

#### **98. QUESTIONS / PROTESTS**

Any questions or objections concerning the requirements in this contract proposal must be submitted, in writing, and received by the Office of Contract Administration, Purchasing Division no less than five working days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

#### **99. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

#### **100. TERMINATION**

In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of Contractor's rights hereunder ended. Termination shall be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor shall be paid for its services under this Agreement, up to the date of termination, that have been performed to the satisfaction of City.

Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that in no

## **AWARD**

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### **SPECIAL CONDITIONS (Continued)**

event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

#### **101. BID SUBMITTAL INSTRUCTIONS**

Bids **must** be received at the Office of Contract Administration, Purchasing Division, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102, by the time and date indicated on Page 1 of the Contract Proposal. Bids transmitted by Fax or any type of electronic mail will not be accepted.

#### **Bidders are to return the following documents:**

- A. Page 1 of the Contract Proposal completed and signed
- B. Bid Sheet for items being bid.
- C. **All** questionnaires and forms, completed and signed (See “Standard Bid Forms, P-225” attached to this Contract Proposal.)
- D. Bid Security (See Special Condition 80.)

**Bids must be submitted on the enclosed Bid Sheet.** Prices should be clearly written by typewriter or pen and ink.

**To receive full consideration, your bid should be unqualified and unconditional.**

For more information, call:

Carlos Chavez  
Senior Purchaser  
(415) 206-6955  
Carlos.Chavez@sfdph.org

**End Special Conditions**

**Attachment A**

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

CONTRACT **86200**

**AWARD**  
**SECURITY GUARD SERVICE FOR THE DEPARTMENT OF PUBLIC HEALTH**  
**OTOP – Mobile Methadone Van and Ward 93**  
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**(SAMPLE AFFIDAVIT OF TRAINING)**

**CERTIFICATION OF TRAINING FOR CONTRACT PROPOSAL 86200**  
**ARMED SECURITY GUARD SERVICE FOR THE DEPARTMENT OF PUBLIC HEALTH**  
**OTOP – Mobile Methadone Van and Ward 93**

(Due no later than thirty days from receipt of award – See Special Condition 64.C)

Employee’s Full Name: \_\_\_\_\_  
(Print or Type)

Birth date: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

The above-named employee has completed the training indicated below:

Training Required	Date Certification Completed or License	Certification Attached	
		Yes	No
1. Rights of Security Officers	_____	Yes ___	No ___
2. Legal basis for arrest	_____	Yes ___	No ___
3. Arrest and control techniques	_____	Yes ___	No ___
4. Report writing	_____	Yes ___	No ___
5. Communications procedures	_____	Yes ___	No ___
6. Fire Protection & Prevention	_____	Yes ___	No ___
7. Loss Prevention	_____	Yes ___	No ___
8. Ethics	_____	Yes ___	No ___
9. Use of Firearm	_____	Yes ___	No ___
10. Use of Baton	_____	Yes ___	No ___
11. Crime Scene Control	_____	Yes ___	No ___
12. Public Relations	_____	Yes ___	No ___

I, the undersigned employee certify that I have received and successfully completed the training indicated above and that the information provided on this certificate is true and correct.

Employee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, the undersigned Contractor, certify that the above-named employee has completed the training required as indicated above. Furthermore, I hereby certify that I have taken reasonable care and shown due diligence to confirm the truth of the above information. Furthermore, I understand that falsification or negligence in completing this form constitute a failure to perform and may constitute a default of the above referenced contract proposal.

Contractor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **AWARD**

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### **Exhibit A**

- A. Two (2) Armed and uniformed Security Guards for Ward 93 Substance Abuse Services/(OPO) Opiate Treatment Outpatient Program. 8 hours a day on weekends (Saturday, Sunday) and holidays.
1. Maintain order and security at Ward 93 in San Francisco General Hospital (SFGH).
  2. Ensure safety to narcotic staff.
  3. Protect dispensing facility, patrons and staff.
  4. Admonish and if necessary, restrain unruly persons.
  5. Check IDs and if necessary, direct unauthorized persons from clinic.
  6. Call Sheriff Department personnel at SFGH in all emergencies.
  7. Guards must always carry firearms during working hours.
  8. Contractor's staff and vehicles will display visible identification.
  9. Guards will be based in the waiting area of Ward 93 at SFGH.
  10. Guards should open clinic doors at 7:30 a.m. and close clinic doors at 11:30 a.m.; re-open at 12:30 p.m., close at 2:00 p.m.
  11. Once doors are opened, guards will direct clients to form 2 lines in waiting room according to the clients' last names.
  12. Guards will observe clients for any strange behavior, and determine whether or not they are carrying weapons or may be a danger to other clients.
  13. If the front elevator is not working, one guard must be stationed in the back hallway to direct clients to the front area waiting room.
  14. No client is allowed to use the ward's restrooms, without escort to the restroom area.
  15. Once the clinic is open and running smoothly, one guard should patrol the stairwells and floors leading to both the upper and lower floors. Clients should not be allowed to linger in open area near the elevators. One guard should always remain inside near waiting room.
- B. In addition to the above, CONTRACTOR will enforce and follow the following items as well:
1. Ward 93 is a no smoking area. Clients/guards are not to smoke.
  2. No fraternizing with clients.
  3. Alcohol (drinking) and lateness are not acceptable.
  4. No animals allowed in clinic.
  5. No one goes past the dispensing window to the back.
  6. If guard has to leave station (restroom), they must let the nurse know.
  7. CONTRACTOR must inform Ward 93 staff in advance of who will be working weekends and who should be called if a guard does not show up.
  8. CONTRACTOR will be required to meet the above specifications.
  9. From time to time and as circumstances require, the security guards may be reassigned without further cost to the CITY. If additional personnel are required, the additional cost to

## **AWARD**

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OTOP – Mobile Methadone Van and Ward 93**  
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### **Exhibit A**

the CITY will be based upon the hourly cost as provided in the Contract. If circumstances require the elimination of certain services, the monthly price to the CITY will be adjusted downward.

10. Guards must arrive within ten minutes of the scheduled time. If guards are more than ten minutes late, CONTRACTOR will give CITY an accurate estimated time of arrival and will dispatch another representative.

#### **C. Location of Ward and Hours of Operation**

1. Guards are only needed during dispensing times.
2. The hours of service (dispensing times) are as follows:  
Monday through Friday           6:45 a.m. to 11:00 a.m. and 12:30 p.m. to 2:00 p.m.  
Saturdays and Sundays:       7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 2:00 p.m.  
Holidays (when identified)   8:00 a.m. to 11:00 a.m.
3. CONTRACTOR will also have guards available for service Monday through Friday if the need arises. CITY will notify CONTRACTOR in advance of such request. Times may be adjusted to accommodate the schedule of the CITY.
4. Clinic is located at San Francisco General Hospital, Bldg. 90, Ward 93.

#### **D. Qualifications**

CONTRACTOR will furnish to CITY upon request current licenses or other required proof of qualifications of all representatives of the CONTRACTOR assigned to provide services under this agreement.

#### **E. Reports / Invoice**

1. Invoice will include date of service, start time, and end time.
2. Contractor will also complete a Daily Activity Report (DAR)

## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

#### **OTOP – Mobile Methadone Van and Ward 93**

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#### **Exhibit B**

One (1) Armed Guard/Driver for the Mobile Methadone Van (OTOP) Opiate Treatment Outpatient Program.

#### **I. Outline:**

- Situation – Opiate Treatment Outpatient Program (Mobile Methadone Van)  
Mission – Provide close proximity security for personnel (Registered Nurse and Counselor) providing Methadone dose to OTOP clients.  
Execution – Escort (drive Methadone Van) RN and Counselor to two remote locations.  
Administration – Field Support Services Division, SFGH Sheriff Department personnel  
Communication – SFSD channel SO-A16 (primary), SFPD channel PD-A4-Mission/Bayview (secondary – emergency response)

#### **II. Duties:**

##### **A. Prep Van (morning)**

1. Disable alarm – Operations Manual in Van
2. Remove generator hook-up
3. Unlock dosing door and rear access door
4. Warm up Van (5 minutes minimum)

##### **B. Ward 93**

1. Pick up RN and Counselor
2. Escort RN to Van via the fire exit door
3. Secure RN in Van
4. RN will secure methadone for transport and will advise when time to go

##### **C. Sites**

1. First site – Parking lot behind Walden House at 15th Street and Minna Street (Mission District)
2. Second site – Newcomb/Newhall, parking lot of Metropolitan Missionary Baptist Church

##### **D. Van maintenance**

1. Keep van gassed (fill up if tank is half full)  
City fuel filling facilities are located at:
  - DPW – 2323 Cesar Chavez Street
  - Central Shops – 1800 Jerrold Avenue
2. Wash van (as needed) – Harrison Street at Muni Garage
3. Take van into Central Shops for general maintenance and repairs
4. Fill vehicle with water (sink and toilets)
5. Take to 750 Phelps Avenue, Southeast Water Sewage Treatment Plant dump/pump waste, re-fill water
6. Keep accurate logs of all gas transactions and maintenance

##### **E. Assignment wrap-up**

1. Return RN and Counselor to Ward 93 – ensure RN is actually in the clinic before leaving
2. Return Van to parking lot
3. Check that the generator, air conditioning, lights, and heater are turned off

## **AWARD**

### **ARMED SECURITY GUARD SERVICES FOR THE DEPARTMENT OF PUBLIC HEALTH**

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#### **Exhibit B**

4. Hook up vehicle into electrical outlet
5. Lock and secure all doors
6. Engage alarm
7. Ensure area is clear

#### III. Time line (times are approximate):

0600 – 0630	Prep Van
0645	Pick up RN and Counselor
0715 – 0915	Site I
0915 – 0930	RN securing methadone for transport and finishing up paper work
0930 – 1029	Van maintenance
1020 – 1030	Travel time to Site 2
1030 – 1230	Site 2
1230 – 1245	RN securing methadone for transport and finishing up paper work
1245 – 1255	Travel time to Ward 93
1255 – 1300	Escort RN and Counselor to clinic
1300 – 1315	Secure Van, set up for the next day
1315 – 1400	10-7M, report to W/C

Authorized City staff will conduct an orientation to Contractor employees prior to the start date of the Contract. Contact: Diane Downing, Administrative Director of OTOP Department of Psychiatry, San Francisco General Hospital, 1001 Potrero Avenue, Ward 93. Telephone: 415.206.3191.