

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



Contract Modification 3

Security Guard Service (Unarmed) for Central Shops

A1 Protective Services, Inc.
 ATTN: Paula Jones
 5 Thomas Mellon Circle, Suite 156
 San Francisco, CA 94124
 E-mail: ploann@aol.com

Date: 01-16-14
 Buyer Name: Deirdre Darley
 Term contract: **86055**
 City Blanket No. BPSF 00003806
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 500,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	09-01-11	08-31-14	\$ 500,000	
1	No Change	No Change	No Change	Price Increase (MCO)
2	No Change	No Change	No Change	Price Increase (MCO)
3	No Change	No Change	No Change	Price Increase (MCO); Update Conditions

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This modification 3 changes the contract as follows:

- It increases the hourly rates by 1.85% due to an increase in the Minimum Compensation Ordinance (MCO). See Attachment A.
- It replaces contract conditions 22 "Submitting False Claims; Monetary Penalties", 44 "Reports by Contractor", 50 "First Source Hiring Program" and deletes contract condition 60 "Graffiti Removal". See Attachment A.

All other terms and conditions remain the same.



Approved by the City:

Jaci Fong
 Jaci Fong, Director of OCA and Purchaser

1/21/2014
 Date

Approved by Contractor:

Paula Jones
 Signature

1/22/14
 Date

Name and title

PAULA JONES

Effective January 1, 2014 hourly rates are increased as follows:

Item No.	Description	Old Rate Per Man Hour	New Rate Per Man Hour
1.	NIGHT SHIFTS: 8:00 p.m.—11:00 p.m. & 11:00 p.m.—7:00 a.m. Security Guard, unarmed, normal service	\$19.48	\$19.84
2.	WEEKEND SHIFTS: (Saturday & Sunday) 24 daily hours; 7:00 a.m. Saturday to 7:00 a.m. Monday	\$19.48	\$19.84
3.	HOLIDAYS (as requested) : 7:00 a.m. to 7:00 a.m. the next day	\$27.22	\$27.72

Bid and Contract Condition 22 is hereby deleted in its entirety and replaced with the following:

22. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

General Condition 44 is hereby deleted in its entirety and replaced with the following:

44. Reports by Contractor

MULTI-YEAR TERM CONTRACT

Each year, no later than February 15; Contractor shall submit a soft copy report of the total services ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this contract; and (2) 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, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and "Annual Vendor Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. **86055**
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

General Condition 50 is hereby deleted in its entirety and replaced with the following:

50. First Source Hiring Program

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

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

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

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions.

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

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

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

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

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

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

E. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair,

reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

General Condition 60 is hereby deleted in its entirety.

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 San Francisco, CA 94102-4685



Contract Modification 2

Security Guard Service (Unarmed) for Central Shops

AI Protective Services, Inc.
 ATTN: Paula Jones
 1601 Donner Ave. #2
 San Francisco, CA 94124
 E-mail: ploann@aol.com

Date: 01-25-13
 Buyer Name: Deirdre Darley
 Term contract: 86055
 City Blanket No. BPSF 00003806
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 500,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	09-01-11	08-31-14	\$ 500,000	
1	No Change	No Change	No Change	Price Increase (MCO)
2	No Change	No Change	No Change	Price Increase (MCO)

This modification 2 changes the contract as follows:

It increases the hourly rates by 3.1% due to an increase in the Minimum Compensation Ordinance (MCO). See Attachment A.

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong
 Jaci Fong, Director of OCA _____ Date 2/1/13

Approved by Contractor:

Paula Jones
 Signature _____ Date 2-8-13

Name and title

PAULA JONES, DIRECTOR

Effective January 1, 2013 hourly rates are increased as follows:

Item No.	Description	Old Rate Per Man Hour	New Rate Per Man Hour
1.	NIGHT SHIFTS: 8:00 p.m.—11:00 p.m. & 11:00 p.m.—7:00 a.m. Security Guard, unarmed, normal service	\$18.89	\$19.48
2.	WEEKEND SHIFTS: (Saturday & Sunday) 24 daily hours; 7:00 a.m. Saturday to 7:00 a.m. Monday	\$18.89	\$19.48
3.	HOLIDAYS (as requested) : 7:00 a.m. to 7:00 a.m. the next day	\$26.40	\$27.22

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



Contract Modification 1

Security Guard Service (Unarmed) for Central Shops

AI Protective Services, Inc.
 ATTN: Paula Jones
 1601 Donner Ave. #2
 San Francisco, CA 94124
 E-mail: ploann@aol.com

Date: 01-11-12
 Buyer Name: Deirdre Darley
 Term contract: 86055
 City Blanket No. BPSF 00003806
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 500,000

The history of this contract and its modifications is as follows:



Modification	Start date	End date	Amount	Other changes
Original contract	09-01-11	08-31-14	\$ 500,000	
1	No Change	No Change	No Change	Price Increase (MCO)

This modification 1 changes the contract as follows:

It increases the hourly rates by 3.17% due to an increase in the Minimum Compensation Ordinance (MCO). See Attachment A.

"Getting Paid for Goods and/or Services from the City" is also added. See Attachment A.

All other terms and conditions remain the same.

<p>Approved by the City:</p> <p>Approved by Contractor:</p> <p>Name and title</p>	<p> _____ Jaci Fong, Acting Director of OCA</p> <p> _____ Signature</p> <p><u>Paula Jones, Director</u></p>	<p><u>1/29/2012</u> _____ Date</p> <p><u>1/30/12</u> _____ Date</p>
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Please sign and return one original. The second original is for your records.

1-280 (11-20-09)

Item No.	Description	Old Rate Per Man Hour	New Rate Per Man Hour
1.	NIGHT SHIFTS: 8:00 p.m.—11:00 p.m. & 11:00 p.m.—7:00 a.m. Security Guard, unarmed, normal service	\$18.31	\$18.89
2.	WEEKEND SHIFTS: (Saturday & Sunday) 24 daily hours; 7:00 a.m. Saturday to 7:00 a.m. Monday	\$18.31	\$18.89
3.	HOLIDAYS (as requested) : 7:00 a.m. to 7:00 a.m. the next day	\$25.59	\$26.40

Getting Paid for Goods and/or Services from the City section is hereby added as follows:

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a solo proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACII.Support@sfgov.org