

Dec. 8. 2014 10:40AM

No. 0984 P. 2

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 1

Armed Security Services for DPH Neighborhood Clinics

A-1 Protective Services
Attn: Paula Jones, General Manager
5 Thomas Mellon Circle, Suite 158
San Francisco, CA 94124
E-mail: ploann@aol.com

Date: December 2, 2014
Buyer Name: John Danaher
Term Contract: **86202**
City Blanket No. **BPSF00004027**
Type: Indefinite quantity
Not-to-exceed amount: \$600,000.00

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

| Modification | Start date | End date | Amount | Changes |
|-------------------|------------|-------------|-----------|---|
| Original contract | 11/01/13 | 10/31/16 | \$600,000 | |
| 1 | 12/02/14 | to 10/31/16 | | Delete EIC Forms Condition 53, Add Criminal History Condition 103. Increase Rates by 2% |

This Modification 1 changes the contract as follows:

General Condition 53-Earned Income Credit (EIC) Forms is deleted from the contract. Special Condition 103-Consideration Of Criminal History in Hiring and Employment Decisions is added to the contract. Rate prices are increased by 2%, to \$24.63 per hour for Items 1(a) & 2(a) & 2(b), and \$22.95 per hour for Item 1(b). See Attachment A.

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong *K. Dominguez* 12/5/14
for Jaci Fong, Director of OCA and Purchaser Date

Approved by Contractor:

Paula Jones 12/5/14
Signature Date

Name and title

DIRECTOR, PAULA JONES

Dec. 8. 2014 10:40AM

No. 0984 P. 3

Attachment A
Term Contract 86202
Contract Modification No. 1
A-1 Protective Services
December 2, 2014

1. Contract pricing revised as indicated below:

AWARD SHEET

| <u>Item</u> | <u>Description</u> | <u>Old Hourly Rate</u> | <u>New Hourly Rate</u> |
|-------------|--|------------------------|------------------------|
| 1(a). | <u>Silver Avenue Family Health Center</u> Straight Time for Guard Service at SAFHC, One (1) Guard Monday through Friday from 8:00 AM to 5:00 PM. | \$ <u>24.15 /Hr.</u> | \$ <u>24.63 /Hr.</u> |
| 1(b). | Overtime for Guard Service at SAFHC; ½-hr for M-W-F and 1-hr for Tu-Th) | \$ <u>22.50 /Hr.</u> | \$ <u>22.95 /Hr.</u> |
| 2(a). | <u>SFGH Building 80 Urgent Care Clinic</u> Straight Time for Urgent Care Clinic at SF DPH Bldg. 80; One (1) Guard Monday through Friday from 8:00 AM through 5:00 PM | \$ <u>24.15 /Hr.</u> | \$ <u>24.63 /Hr.</u> |
| 2(b). | Straight Time for Urgent Care Clinic at SF DPH Bldg. 80; One (1) Guard Saturday and Sunday, 4:00 PM to 8:30 PM. | \$ <u>24.15 /Hr.</u> | \$ <u>24.63 /Hr.</u> |

Dec. 8. 2014 10:40AM

No. 0984 P. 4

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Contract Modification No. 1
A-1 Protective Services
December 2, 2014

2. General Condition 53—**EARNED INCOME CREDIT (EIC) FORMS** is deleted from the contract.
3. Special Condition 103—**Consideration of Criminal History in Hiring and Employment Decisions** is added to the contract.

"103. Consideration Of Criminal History in Hiring and Employment Decisions [Applies to contracts/agreements executed or amended in any manner on or after August 13, 2014.]

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

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, 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.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 53-D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment

Dec. 8. 2014 10:40AM

No. 0984 P. 5

Attachment A
Term Contract 86202
Contract Modification No. 1
A-1 Protective Services
December 2, 2014

qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement."