



Edwin M. Lee, Mayor

Trent Rhorer, Executive Director

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

FROM: DANIEL KAPLAN, DEPUTY DIRECTOR
JOHN TSUTAKAWA, DIRECTOR OF CONTRACTS

DATE: MAY 19, 2017

SUBJECT: CONTRACT MODIFICATION: ALLIED UNIVERSAL SECURITY
(FOR-PROFIT) TO PROVIDE SECURITY SERVICES FOR THE
HUMAN SERVICES AGENCY

| CONTRACT TERM: | <u>CURRENT</u> 2/1/14-1/31/18 | <u>MODIFICATION</u> 2/1/14-1/31/18 | <u>CONTINGENCY</u> 2/1/14-1/31/18 | <u>NEW TOTAL</u> 2/1/14-1/31/18 |
|------------------|----------------------------------|---------------------------------------|--------------------------------------|------------------------------------|
| CONTRACT AMOUNT: | \$19,785,392 | \$2,742,654 | \$274,265 | \$22,802,311 |
| ANNUAL AMOUNT: | See Table | | | |
| Funding Source | <u>County</u> | <u>State/Fed</u> | <u>Total</u> | |
| FUNDING: | \$12,541,271 | \$10,261,040 | \$22,802,311 | |
| PERCENTAGE: | 55% | 45% | 100% | |

The Human Services Agency (HSA) requests authorization to modify the contract with Allied Universal Security, (formerly Guardsmark LLC), for the period of February 1, 2014 to January 31, 2018 in the additional amount of \$2,742,654, plus a 10% contingency, resulting in a total amount not to exceed of \$22,802,311 for the provision of security services for the HSA.

Services to be Provided:

Through this contract, the contractor will provide a safe environment for the Department’s clients, employees and members of the public. Services will consist of providing assistance and information; maintaining order; deterring intrusion, disputes, theft, and vandalism; and responding to emergencies.

The department provides security at twelve HSA sites, one DCSS site, one DPH site, one APD site and seven DSHS sites. Expenditures for non-HSA sites are reimbursed to HSA via work orders.

Appendix A, Scope of Services, (attached), describes in detail the contractor’s services as well as the program’s goals and objectives.

Discussion:

This modification is being requested to add sufficient funding to complete the contract. HSA seeks an additional amount of \$2,742,654 to provide the funding required and to ensure the continued safety and security of HSA clients, facilities and personnel.

The actual number of hours required to protect HSA clients and facilities, and the related cost of those hours, are outlined in the table below. An estimate of the future hours and costs, based on the actuals, is included to project the amount of funding that will be necessary going forward:

| Source: | Actual | Actual | Actual | Estimate |
|---------|------------------------------|------------------------------|------------------------------|------------------------------|
| Period: | February 2014 – January 2015 | February 2015 – January 2016 | February 2016 – January 2017 | February 2017 – January 2018 |
| Hours: | 182,712 | 180,738 | 178,754 | 185,224 |
| Cost: | \$5,677,239 | \$5,560,894 | \$5,530,184 | \$5,769,728 |

The major factors contributing to these costs are increased security needs as a result of (1) a rise in the overall number of sites, (including the addition of Edgewood, 2 Gough and the Navigation Center), and (2) situations that required temporary security due to El Nino and other one-time, transitory events.

Please see Appendix B for full details on the estimated security costs for 2017-2018.

Selection:

The contractor was selected through a competitive bid process, RFP#555 issued in August 2013. Allied Universal Security, currently and through its predecessor company Guardsmark, has provided security services to HSA since 2008.

Funding:

The contract is administered on a unit cost of service basis (hourly rate). The contract is funded by a combination of county general funds (55%) and state/federal funds (45%).

ATTACHMENTS

- Appendix A Scope of Services
- Appendix B Rate Schedule

Appendix A – Scope of Services to be Provided by Contractor

**Allied Universal Security
February 1, 2014 to January 31, 2018**

I. Purpose

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

Mission Partnership Statement®

The specific duties of Contractor personnel and the manner in which they will be carried out shall be mutually developed by City and Contractor and set forth in writing in the Mission Partnership Statement® document applicable to the Department's facilities. This Agreement, together with the Mission Partnership Statement® document, shall be the exclusive agreement with respect to the duties of Contractor and Contractor personnel at each designated site. In the case of any conflict or inconsistency between the Mission Partnership Statement® document and this Agreement with respect to standards of performance, limitations of liability or indemnities, this Agreement shall be governing and control.

II. Definitions

| | |
|---|--|
| CCSF | City & County of San Francisco |
| CLO | Contractor Liaison Officer |
| Contractor | Allied Universal Security |
| HSA, also Department | Human Services Agency |
| DLO | Departmental Liaison Officer |
| OCM Mission Partnership Statement A.K.A Posting | Office of Contract Management, DHS Copyright protected document listing detailed deployment/posting orders for each site final version due 90 days post contract start date |

III. Specification of Contractor Requirements

Contractor's License

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

IV. Specification of Contractor Services and Responsibilities

A. Adequate Security Coverage through Personnel and Technology.

Contractor shall adequately staff all designated facilities of The San Francisco Human Services Agency with guards and supervisors. Adequate staffing will provide a safe working environment for all employees of the Department and safe waiting areas for clients and the general public accessing services at department locations.

B. Building Location Profiles.

Prior to Contractor commencing work under this agreement the Department will provide to Contractor, Building Location Profiles of the nineteen (19) HSA sponsored sites that require security services and update the profiles as needed. These profiles will include the square footage, floors, hours, occupants, number of employees & clients, equipment, and traffic patterns and other comments, regarding each of the buildings. (See building profiles Appendix D)

C. Acknowledgement of Authority of Department Liaison Officer.

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

D. Holidays

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

1. Next Door Shelter 1001 Polk Street
2. MSC South Shelter 525 Fifth Street
3. Sanctuary Shelter 235 8th Street
4. 2115 Jennings Street

5. 260 Golden Gate Avenue

The City holidays are as follows:

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

E. Annual Evaluation and Site Survey.

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

F. Emergency and Disaster Preparations.

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

G. Responsibilities of Contractor

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

Contractor as Employer

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

Contractor shall require all guards reporting for Departmental duty to have current guard cards as issued by the State Department of Consumer Affairs (see Business and

Professions code section 7583.11) in their possession. Contractor shall provide to the Department a photocopy of current guard cards for all guards assigned to DHS facilities. Photocopies of valid guard cards for new employees shall be provided prior to their start date at DHS sites. Photocopies of guard card renewals or proof of payment for the renewals shall be provided to the Department upon receipt by Contractor. If the Contractor has obtained any criminal history data as part of a background check for any of the security guards assigned to DHS, copies shall be provided to DHS.

Removal and Replacement at Department's Discretion

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

Contractor shall not assign Persons with the following backgrounds as Security Guards for this contract:

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

H. Security Guard Roles and Responsibilities

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

I. Uniform and Equipment Requirements

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

- All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag at all times. The Human Services Agency reserves the right to require the wearing of one of two different styles of uniforms from Contractor's standard uniform inventory.
- Uniform shall consist of one dress uniform with blazer and one utility uniform (no jumpsuits). Prior to commencement of services under this Agreement, the Human Services Agency must approve all uniforms. Any changes in the uniform style or color will be at no cost to the City.
- The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Contractor shall provide to the City: 1.) Two-way security radios or cell phones with earphones to each guard (including one with a battery charger for the DLO) 2.) Automobiles or other motor vehicles as required 3.) All other equipment necessary to the successful execution of the services required under this Agreement. 4.) Verifiable time records shall be kept electronically and manually for each employee assigned to provide service under this Agreement. All such records will be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

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

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

place for response, investigation and if necessary, notification of the San Francisco Police Department.

12. Serving DHS communities

Contractor shall provide culturally competent staff where possible and shall have procedures to communicate with non- or limited-English speaking clients (particularly Spanish, Vietnamese, and Chinese and Russian-speaking clients). Bilingual DHS staff is available at most building locations during hours of duty for assistance to the Contractor's staff with communications to none or limited English speaking clients.

13. Authorization of Overtime

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

14. Timesheets

Contractor will enforce proper segregation of duties in the approval of timesheets. Contractor must ensure the timekeeping process contains adequate checks and balances. Use of electronic time keeping systems shall be implemented within 90 days of the contract start dates as proposed in RFP #555. All time records will be subject to auditing processes by the City.

K. Training

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

Audio/visual training and testing on:

- Powers of arrest and right to restrain;
- Fire protection and how to react in the event of fire;
- Occupational hazards to maintain safety for employees;
- Proper report writing;
- Safe patrolling;
- Universal precautions for preventing infectious disease
- CPR certification by the ARC

The Contractor shall provide sufficient training to ensure that all Security Officers and other assigned staff are physically able and competent to perform all duties required under this contract.

The Contractor, at no cost to the City, shall provide a minimum of eight hours training to introduce basic security subjects as they relate to DHS security and safety prior to assignment. Requirements must include:

| | |
|------------------------------|--------------------|
| Property Protection | Access Control |
| Safety | Public Relations |
| Patrol Techniques | Client Relations |
| Fire Prevention & Control | Reports |
| Communications | Grooming |
| Standards of Conduct | Uniform Appearance |
| CPR certification by the ARC | |

The pre-assignment training shall cover preparation of reporting forms such as Daily Activity Logs, Daily Activity Reports and Incidents Reports. It shall also cover the Contractors benefits, personal policies, conditions of employment, and rules and regulations. All assigned Security Guards shall have the ability to speak, read, write, understand and properly use documents written in English.

In addition the Contractor shall, at no cost to the City, provide training and appropriate certifications as follows:

1. CPR and First Aid

All guards must be certified in Contractor-provided CPR and First Aid by an accredited training organization preferably the American Red Cross within three months of assignment to HSA facilities. Certificates must be maintained and kept current for guards with over three months at HSA sites. The Contractor shall provide copies of First Aid and CPR certificates to HSA.

2. Core Course for Supervisors

The Contractor shall provide a minimum of eight hours in supervision and management of courses to new supervisors within three months of their assignment.

3. Record of Training Attendance

The Contractor shall keep a record of training attendance up to date and available for review at any time by HSA. The Contractor shall provide training reports to HAS on a quarterly basis including courses offered, security guards in attendance, and any applicable ratings.

The core training blocks provided by the Contractor may be waived for qualified employees if the Contractor can provide sufficient documentation that employees

have comparable experience in lieu of training (e.g. former peace officers). This determination shall be made at the discretion of the Department.

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

L. Electronic Time Accounting System

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

V. Contract Oversight

- A. The Allied Universal Security Director of Security, is the program administrator and responsible for daily operations and the overall performance of the contract.
- B. The DHS Director of Contracts and Facilities or their designees are responsible for overseeing the program and evaluating contract design and performance.
- C. The Department will designate a Department Liaison Officer (DLO), on call 24 hours per day, seven (7) days per week, who shall have authority, in addition to Contractor's supervisory staff, over all of the Contractor's employees assigned to work on this contract, as needed.
- D. The Contractor shall assign a member of their management staff as Contractor Liaison Officer (CLO) to the Department of Human Services at no additional cost to the City. The CLO will be on call 24 hours per day, seven (7) days per week and shall have the authority to hire, fire, replace, or reassign Contractor's employees, upon discussion with Department Liaison Officer, and without prior approval of higher authority. The Contract Liaison Officer must first be approved by the Human Services Agency prior to assignment.
- E. Department and Contractor staff will meet on a regular basis (at least monthly) to plan training sessions and review the progress and performance of the program.

VII. Reporting Requirements

- A. Copies of all reports listed below must be submitted separately to each of the following via e-mail and/or regular mail:
 - 1. Director of Contracts
John Tsutakawa (John.Tsutakawa@sfgov.org)
 - 2. Facilities Manager
Don Fraser (Don.Fraser@sfgov.org)
 - 3. The mailing address is:
City and County of San Francisco
Department of Human Services
P.O. Box 7988

B. Incident Reports

1. Written incident reports are required in each instance that:
 - Guard makes any physical contact with a member or members of the public, City staff or other guards.
 - Guard makes a citizen's arrest.
 - Guard is required to intervene between any two or more persons including other guards.
 - Guard witnesses or is told about any crime or suspected crime.
 - Guard witnesses or is told about any incident in which there is a potential injury whether or not medical attention is immediately required
 - Guard witnesses or is told about loss or damage to public or private property.
 - Guard discovers after hours any unlocked doors or any activated alarms, false or otherwise.
 - Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
 - Guard witnesses or is told about any other incident or unusual circumstance occurs that should be brought to Department's attention
 - Guard is requested by DHS Support Services Director or DHS Investigations Director to make any report.
 - Guard observes any safety or hazardous condition at any DHS site.
2. Copies of all written incident reports are to be submitted by 9:00 A.M. of the next ordinary working day to HSA Department Liaison Officer, L000 electronically as proposed in response to RFP #555 or as mutually agreed to by the DLO at address above.
3. Contractor will immediately notify the Department Liaison Officer verbally or text whenever a serious incident occurs including those involving injury to DHS employees and/or clients, and/or significant property damage.

C. Quarterly Training Reports

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

D. Annual Report

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

1. Evaluation of the effectiveness of Contractor's services to date in meeting goals and objectives, as outlined in contract.

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

E. Other Reports as required and mutually agreed to.

**Appendix B –Actual and Projected Cost Schedule
February 1, 2014 - January 31, 2018**

YEAR 1

| | |
|---------------------------------------|-------------------------------------|
| Term: | February 1, 2014 – January 31, 2015 |
| Actual Hours: | 182,711 |
| Straight Time Billing Rate: | \$30.20 |
| Overtime/Holiday Billing Rate: | \$45.30 |
| Actual Security Costs: | \$5,667,240 |

OPTION YEAR 2

| | |
|---------------------------------------|-------------------------------------|
| Term: | February 1, 2015 – January 31, 2016 |
| Actual Hours: | 180,738 |
| Straight Time Billing Rate: | \$30.55 |
| Overtime/Holiday Billing Rate: | \$45.56 |
| Actual Security Costs: | \$5,560,895 |

OPTION YEAR 3

| | |
|---------------------------------------|-------------------------------------|
| Term: | February 1, 2016 – January 31, 2017 |
| Actual Hours: | 178,754 |
| Straight Time Billing Rate: | \$30.85 |
| Overtime/Holiday Billing Rate: | \$46.01 |
| Actual Security Costs: | \$5,530,183 |

OPTION YEAR 4 (projected)

| | |
|---------------------------------------|-------------------------------------|
| Term: | February 1, 2017 – January 31, 2018 |
| Estimated Hours*: | 185,224 |
| Straight Time Billing Rate: | \$31.15 |
| Overtime/Holiday Billing Rate: | \$46.46 |
| Estimated Security Costs*: | \$5,769,728 |
| Available Funds: | \$3,027,074 |
| Additional Funds Required: | \$2,742,654 |
| 10% Contingency: | \$274,265 |
| Total Funds Required: | \$3,016,919 |

**Baseline Estimated hours derived from 12 week average of actual hours worked in February, March and April of 2017, (Average = 3562 hours/week). The average weekly hours were then projected over 52 weeks at a rate of \$31.15 per hour to generate estimated 2017-2018 security costs of \$5,769,728. 2017-2018 hours increase reflects growth of HSA security coverage requirements.*

BILLING RATE BREAKDOWN

Note: Bill rate breakdown based on average pay rate of \$16.00.

Security Officer Pay Rate: \$ 16.00

PAYROLL TAXES:

FICA/Medicare: \$1.22

Unemployment - Federal (FUTA): 0.13

Unemployment - State (SUTA): \$1.15

Workers Compensation: \$1.00

SF City Tax: 0.24

BENEFITS:

Health Care Insurance: \$2.40

Life Insurance: 0.22

Vacation: 0.44

Sick Leave: 0.13

401(k) Retirement Plan: 0.23

Tuition Assistance: 0.04

Uniforms: 0.40

Training: 0.71

*Human Services Agency will pay Allied Universal for regular shifts that fall on holidays

OTHER:

Selection/Screening: 0.79

Management & Supervision: 0.77

General Liability Insurance: 0.57

OVERHEAD:

Branch Overhead: \$1.28

General & Administrative: 0.63

Corporate/Regional Services: 0.70

Nextel Radio/Phones: 0.35

Profit: 0.80

Straight Time Bill Rate (year 1): \$ 30.20