

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.7**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Sustainable Streets

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to issue a Request for Proposals for Contract No. SFMTA-2018-48: Armed and Unarmed Security Services, to provide security guard services for the SFMTA.

**SUMMARY:**

- The SFMTA collects more than \$210 million in annual revenue from transit fares, citation payments, and sales of various fare media.
- The SFMTA has facilities throughout the City, including transit stations, vehicle storage yards and service centers.
- These facilities require the services of security guards to act as a first deterrent for inappropriate activity, the safety of SFMTA personnel, the protection of SFMTA property and the public, and to guard against vandalism.
- The term of the current security guard contract ends on March 31, 2019.
- In order to have a new security guard contract in place by April 1, 2019, the SFMTA must issue a new Request for Proposals (RFP) soon, as the contract also requires approval by the Board of Supervisors.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Request for Proposals

**APPROVALS:**

**DATE**

DIRECTOR



10/9/2018

SECRETARY



10/9/2018

**ASSIGNED SFMTAB CALENDAR DATE:** October 16, 2018

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## **PURPOSE**

The purpose of this action is to authorize the Director of Transportation to issue a Request for Proposals for Contract No. SFMTA-2018-48: Armed and Unarmed Security Services, to provide security guard services for the SFMTA.

## **STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

The SFMTA will further the first goal of the Strategic Plan:

Goal 1: Create a safer transportation experience for everyone.

Objective 1.2 Improve workplace safety and security.

Objective 1.3 Improve the safety of the transportation system.

The SFMTA will also further the first principle of the Transit First Policy:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

## **DESCRIPTION**

The San Francisco Municipal Transportation Agency (SFMTA) collects more than \$41 million in cash and an additional \$169 million in annual revenue from transit fares, citation payments, and the sale of various fare media, which revenue must be protected from theft. The Agency also has facilities throughout the City, including transit stations, vehicle storage yards and service centers. These facilities require the services of security guards to act as a first deterrent for inappropriate activity, ensure the safety of SFMTA personnel, protect SFMTA property and the public, and guard against vandalism. The Chief Security Officer oversees all security-related services, with the assistance of a security guard services contractor who provides personnel for various security-related functions.

Annually, the SFMTA requires approximately 150,280 hours of unarmed guard services and 33,048 hours of armed guard services. Unarmed security guard services will be needed for Mobile Patrol, Graffiti Patrol, Muni Metro East - North Gate, Muni Metro East - South Gate, Muni Metro East - Video Console, Security Operations Center, Islais Creek, 1399 Marin, Flynn, Woods, Woods/Tubbs, Revenue Control Center, Geneva Yard, Green - Back Gate, Green - Front Gate, Video Surveillance Unit, Potrero Lower Yard, Potrero Upper Yard, Presidio - Back Gate, Presidio - Front Gate, Kirkland - Back Gate and Kirkland - Primary.

Armed security guard services will be needed for Automatic Fare Collection, Pass Sales - Hyde & Beach, Pass Sales - Powell & Market, Pass Sales - Presidio, Subway Collections, Ballpark

## **PAGE 3.**

Detail, and Subway Patrol.

### **Existing Contract**

On March 17, 2015, the SFMTA Board of Directors adopted Resolution No. 15-050, which approved Contract No. SFMTA-2015-31 with Cypress Security LLC to provide armed and unarmed security services for a not-to-exceed amount of \$38,314,208.17. The term of the contract was for three years, with three one-year options to extend the term. On February 14, 2018, Contract No. SFMTA-2015-31 was amended to extend the term of the agreement to March 31, 2019.

### **Request for Proposals (RFP)**

Generally, the selected Contractor shall be responsible for the following security guard services:

1. Management – On- and off-site management as required to plan, schedule, perform, and manage security personnel deployments.
2. Staffing Levels – Staffing levels required to support the services described in this RFP.
3. Reporting and Meetings – Providing required reports and attending meetings as outlined in this RFP.
4. Equipment – Supplying all equipment required by this RFP.
5. Compliance – Adhering to all laws, rules, regulations, and procedures applicable to the services to be provided under the Contract.
6. Payment of prevailing wages and employee retention for the prior contractor's employees as set forth in San Francisco Administrative Code, Chapter 21, Sections 21C.7 and 21C.11.

The full Scope of Work for this RFP is described in Appendix I

After approval by the Board, the SFMTA will issue the RFP. After proposals are received and evaluated, the contract will be submitted to the SFMTA Board, and subsequently, the Board of Supervisors, for approval.

### **STAKEHOLDER ENGAGEMENT**

All internal stakeholders are routinely engaged on services provided by the security services contract specific to departmental priorities, deployment of security personnel, methodology, security incidents, and changes due to evolving needs within the SFMTA.

### **ALTERNATIVES CONSIDERED**

These services have historically been contracted out. Due to the need to have licensed armed guards, it would not be practical to have City staff perform these services.

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**FUNDING IMPACT**

Funding for this project is provided in the FY20 through FY23 operating budgets in the amount of \$47.5 million.

**ENVIRONMENTAL REVIEW**

On July 25, 2018, the SFMTA, under authority delegated by the Planning Department, determined that the RFP for Armed and Unarmed Security Services is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The contract will have to be approved by the Board of Supervisors under Charter Section 9.118 since it will exceed \$10,000,000.

The City Attorney has reviewed this report.

**RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors authorizing the Director of Transportation to issue a Request for Proposals for Contract No. SFMTA-2018-48: Armed and Unarmed Security Services, to provide security guard services for the SFMTA.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The SFMTA collects more than \$210 million in annual revenue from transit fares, citation payments and sales of various fare media; and,

WHEREAS, The SFMTA's facilities require the services of security guards to act as a first deterrent for inappropriate activity, the safety of SFMTA personnel, the protection of SFMTA property and the public, and to guard against vandalism; and,

WHEREAS, Annually, the SFMTA requires approximately 150,280 hours of unarmed guard services and 33,048 hours of armed guard services at its various facilities and in protecting revenue collections; and,

WHEREAS, On July 25, 2018, the SFMTA, under authority delegated by the Planning Department, determined that the RFP for Armed and Unarmed Security Services is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to issue a Request for Proposals for Contract No. SFMTA-2018-48; Armed and Unarmed Security Services.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 16, 2018.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency



City and County of  
San Francisco



## **Request for Proposals for Security Guard Services**

**RFP No. SFMTA-2018-48**

(CCO No. 18-1487)

Date Issued: **[Insert the date.]**  
Pre-Proposal Conference: **[Insert the date & time.]**  
Proposal Due: **[Insert the date & time.]**

# San Francisco Municipal Transportation Agency (SFMTA)

## Request for Proposals for Security Guard Services

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# I. Introduction and Schedule

## A. General

Through this Request for Proposals (RFP), the San Francisco Municipal Transportation Agency (SFMTA) is seeking a Contractor to provide Armed and Unarmed Security Services for its properties and transit facilities.

The selected Contractor shall be responsible for the following:

7. Management – On- and off-site management as required to plan, schedule, perform, and manage security personnel deployments.
8. Staffing Levels – Staffing levels required to support the services described in this RFP.
9. Reporting and Meetings – Providing required reports and attending meetings as outlined in this RFP.
10. Equipment – Supplying all equipment required by this RFP.
11. Compliance – Adhering to all laws, rules, regulations, and procedures applicable to the services to be provided under the Contract.
12. Payment of prevailing wages and employee retention for the prior contractor’s employees as set forth in San Francisco Administrative Code, Chapter 21, Sections 21C.7 and 21C.11.

The full Scope of Work for this RFP is described in Appendix I.

This RFP establishes minimum mandatory requirements that the Proposer must meet in order to be eligible for consideration. This RFP also specifies the information to be included in each proposal.

The contract shall have an initial term of three years, which the SFMTA may extend at its sole discretion for three additional terms of one year each.

## B. Schedule

The anticipated schedule for selecting a Contractor is:

<u>Phase</u>	<u>Date</u>
RFP is issued by the SFMTA:	[Insert Date]
Pre-Proposal Conference:	[Insert Date]
Deadline for submission of written questions or requests for clarification:	[Insert Date]
Proposals due:	[Insert Date]

- \* The SFMTA reserves the right not to conduct oral interviews and select a firm based on the written Proposals only.

## C. Contractors Unable to do Business with the City

### 1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

### 2. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers that have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List, may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>

**Proposals should contain the following statement:** "I certify that my company is headquartered at the following address \_\_\_\_\_. I will notify the City if my company's headquarters moves."

## II. Minimum Qualifications

The SFMTA will review each Proposal to determine whether the Proposer meets the Minimum Qualifications (MQs) stated below. Proposals will not be scored during the review of the MQs; this screening is simply a pass or fail determination. A Proposal that fails to meet the MQs will not be eligible for consideration in the evaluation process. The SFMTA reserves the right to request clarifications from Proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the SFMTA and the Proposer for the purpose of clarifying certain aspects of the Proposal and will not provide a Proposer the opportunity to revise or modify its Proposal. Only Proposals that meet the MQs can proceed to the next evaluation phases.

A Proposer must meet the minimum experience, expertise, and staff requirements stated below:

1. **Documented Experience:** The Proposer must have at least five years direct experience managing both armed and unarmed security services as described in Section III.C.3 above.
2. **Financial Solvency:** The Proposer must demonstrate \$5 million in combined gross annual revenue or liquid current assets for the past three years.
3. **Licensing:** The Contractor shall be licensed under the California Private Investigators and Patrol Operators Adjustor's Act. The Contractor's license must not be currently under probation or suspension as set forth by the California Department of Consumer Affairs.
4. **General Bonding and Insurance:** Proposers must provide with their proposal a Letter of Commitment from a bonding agency that confirms the Proposer will be able to secure bonding at the time of Contract Award.
5. **Local Office:** The Proposer must have an office located within San Francisco.

Any Proposal that does not demonstrate that the Proposer meets these MQs by the deadline for submittal of Proposals may be deemed non-responsive.

### III. Submission Requirements

#### A. Time and Place for Submission of Proposals

Proposals must be received by 12:00 PM PT on [Insert the date]. Proposers must submit their Proposals in an electronic format either by email to [Carlos.Peza@sfmta.com](mailto:Carlos.Peza@sfmta.com) or via the City's Supplier Portal or on a USB drive to:

Carlos F. Peza  
SFMTA Contracts & Procurement  
One South Van Ness Ave., 3<sup>rd</sup> Fl.  
San Francisco, CA 94103-5417

Proposers shall submit the following:

- One electronic copy of the entire Proposal, including completed and signed Appendices D, E, F and G. (Submit Appendices A and G as separate files, as stated below.)
- One electronic copy of the completed and signed Appendix A forms (see Section VI.O and Appendix A) as a separate file on your electronic media submission.
- One electronic copy of the completed Appendix G (Fee Proposal) as a separate file on the electronic media submission.
- All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a Proposal on behalf of your firm. Your electronic media shall be clearly marked that it is for "SFMTA-2018-48."

#### B. Format

For all electronic documents, Proposers shall ensure that the document is legible and may be easily viewed on a computer monitor, laptop, or (electronic) tablet. The SFMTA prefers that text be unjustified (i.e., with a ragged-right margin), and that you use an 11-point or larger serif font (e.g., Times Roman, and not Arial). Pages must have margins of at least 1" on all sides (excluding headers and footers).

If your response is over 10 pages, include a Table of Contents.

#### C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

##### 1. Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction with an executive summary of the Proposal. The letter must confirm that the Proposer is willing and able to perform the work described in the RFP and must be signed by an authorized representative of the Proposer.

## **2. Project Approach (up to 8 pages)**

Describe the Proposer's approach to providing the SFMTA with the services described in Appendix I. Include the following information:

- a. Overall Scope of Work tasks.
- b. Schedule and ability to perform the services within the SFMTA's required time frames.
- c. Assignment of work within the Proposer's team.
- d. Include an organizational chart depicting the structure of the firm management in relation to the employees directly responsible for this contract, and any regional firm support.

## **3. Firm and Team Experience / References (up to 6 pages)**

Provide information on the Proposer's background and experience, to include the following:

- a. Name, address, and telephone number of a contact person.
- b. A brief description of the Proposer's firm (including a description of any relevant joint venture or partnership agreement). The required experience may be for one client, or for multiple clients. Information provided in the References section of the proposal must document that this requirement has been met.
- c. A description of the Proposer's participation in not more than four projects or service contracts similar in size and scope as that described in this RFP, including: (1) client/reference contact email addresses and telephone numbers; (2) a list of Proposer's staff members who worked on each project; (3) budget for each project; (4) schedule for each project; and (5) summary of each project. Limit project descriptions to one page(s) for each project. If joint contractors or subcontractors are proposed, provide the past project information and references for each of them.

These projects will be used for client references. Ensure that correct contact information is provided and the clients are available to provide references. The SFMTA reserves the right to contact other agencies or firms for which the Proposer provided services, even if those agencies were not listed as references by Proposer.

## **4. Firm and Team Qualifications**

- a. Provide a list identifying: (i) each key person on the project team, (ii) the project manager, (iii) the role each person will play in the project, and (iv) a written assurance that the key individuals listed and identified will perform the work. Affirm that those key personnel will not be substituted or reassigned to another project without the SFMTA's prior approval.

- b. Provide a description of the experience and qualifications of the project team members, including brief résumés (up to one page per person) if necessary. Résumés will not be considered in the page count.

**4. Fee Proposal**

Proposers shall submit with the Proposal a Fee Proposal as a separate electronic file that includes the information requested and is in the format in Appendix G. The Fee Proposal shall include:

A percentage of your firm’s combined overhead and profit rate for each contract year (three years) and optional years (three years) in the following format:

Year	Overhead & Profit Percent
1	%
2	%
3	%
Option year 4	%
Option year 5	%
Option year 6	%
<b>Total average rate</b>	<b>%</b>

The overhead and profit rate should not include the hourly rate and benefits paid to the security guards. The total average percentage of your overhead and profit will be used for scoring purposes.

The SFMTA intends to award this contract to the firm that it determines will provide the best overall program services to the Agency. The SFMTA reserves the right to accept other than the lowest-priced offer.



## IV. Evaluation and Selection Criteria

### A. Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points:

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	65
Price	35
Oral Interview (if conducted)	30
<b>TOTAL</b>	<b>130</b>

### B. Selection Criteria

An Evaluation Committee comprised of parties with expertise in security services, law enforcement and contracts management will evaluate Proposals, using the criteria described below.

#### 1. Project Approach (15 points)

- a. Understanding of the project and the tasks to be performed.
- b. Reasonableness of work schedule, i.e., a clear description of tasks, interdependencies, deliverables and timelines necessary for a successful outcome of the project.

#### 2. Firm and Subcontractor Experience (30 points)

- a. Proposer's and the team's demonstrated expertise in the subject areas necessary to complete the tasks.
- b. Experience with projects or service assignments of similar size, scope and staff demand.
- c. Strength or successful outcome of showcased projects, including demonstrated adherence to scope, schedule, deadlines and budgets.
- d. Reference checks.

#### 3. Firm and Team Qualifications (20 points)

- a. Qualifications of staff assigned to the project and a description of the tasks to be performed by each staff person.

- b. Professional qualifications and education.
- c. Current workload, staff availability and accessibility.

**4. Fee Proposal (35 points)**

If the most favorable fee proposal to the City is the lowest fee proposed, the Proposal with the lowest total flat fee will receive the maximum 35 points. Each of the other Proposer’s Fee Proposals will be scored by dividing the lowest fee Proposal by each Proposer’s respective Fee Proposal, and then multiplied by 35, then combined with the results from each section to arrive at the total number of points assigned to the Proposal.

See the following illustration as an example for assessing the fees for the professional service component:

<b>Proposer</b>	<b>Proposed Fee</b>	<b>Calculation of Points</b>	<b>Points Assigned</b>
Proposer A	10%	Full 35 points	35
Proposer B	15%	10 divided by 15 multiplied by 35	23.34
Proposer C	20%	10 divided by 20 multiplied by 35	17.5

**5. Oral Interview (30 points)**

Following the evaluation of the written Proposals, all firms that have a statistical chance of being the selected Proposer (based on the scores of the written Proposals) may be interviewed by the Evaluation Committee to make the final selection. The interview will consist of standard questions asked of each Proposer and may include specific questions of individual Proposers intended to clarify their written Proposals. The Evaluation Committee panel will score each Proposer based on the Proposer team’s presentation and/or responses.

Presentations at the oral interview must be made by the key personnel who will be assigned to the Contract. These key team members should actively participate in the oral presentations to the Evaluation Committee. The Evaluation Committee may direct questions to specific members of the Proposer's team. Firms selected for the oral interview may be required to furnish additional information prior to or at the interview.

After the oral interview, the SFMTA will combine all scores, rank the Proposers and select the highest-ranked Proposer to commence contract negotiations.

**The SFMTA reserves the right not to hold oral interviews and select a firm based on the written Proposals only.**

**V. Prevailing Wage and Employee Retention**

Contractor and its subcontractors shall provide prevailing wages and benefits and transitional employment and retention for the prior contractor’s employees as required by San

Francisco Administrative Code, Chapter 21, Sections 21C.11 and 21C.7 . The Code Sections may be reviewed at

[http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&v id=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&v id=amlegal:sanfrancisco_ca)

See Appendix J for prevailing wage and related information for Security Guard Service Employees required by the Collective Bargaining Agreement between Security Employers and Services Employees International Union, United Services Workers West and prevailing wage under the current security guard agreement (SFMTA-2015-31, Armed and Unarmed Security Guard Services).

## VI. Pre-Proposal Conference and Contract Award

### A. Pre-Proposal Conference

The SFMTA encourages Proposers to attend a Pre-Proposal Conference on [Insert the date], at [Insert the time], to be held at [Insert the location & address]. The SFMTA will address Proposers' questions and will provide any new or additional information concerning the RFP or selection process at the Pre-Proposal Conference.

Proposers shall submit all questions concerning this Request for Proposals in writing by email only during the question-and-answer period, ending [End date], no later than [Insert deadline time] Pacific Time and directed to: Carlos.Peza@sfmta.com.

Please include "SFMTA-2018-48" in the subject line of your email.

Questions and answers will be posted publicly.

The Pre-Proposal 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-Proposal Conference shall not excuse the successful Proposer from any obligations of the Contract. Written bid addenda will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Conference (see Section VI.D below).

It is the responsibility of the Proposer to check for any RFP Addenda, Q&A postings, and other updates, which will be posted on the City's Supplier Portal <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

### B. Contract Award

The SFMTA will evaluate and rank Proposals as described herein, and intends to invite the highest-ranked Proposer to commence contract negotiations. The Agency's ranking of any Proposal or invitation to any Proposer to negotiate a contract shall not imply acceptance by the SFMTA of all terms of the Proposal, which are subject to further negotiations and approvals before the SFMTA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with a Proposer, then the SFMTA, in its sole discretion, may terminate negotiations with that Proposer and begin contract negotiations with the next highest-ranked Proposer.

## VII. Terms and Conditions for Receipt of Proposals

### A. Errors and Omissions in RFP

Proposers are responsible for reviewing all parts of this RFP and complying with all Proposal submission requirements. Proposers must promptly notify the SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification shall be directed to the SFMTA promptly after discovery, but in no event later than five working days prior to the date for receipt of Proposals. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

### B. Inquiries Regarding RFP

All communications regarding the RFP must be directed in writing to:

Carlos.Peza@sfmta.com

Please include “SFMTA-2018-48” in the subject line of your email.

### C. Objections to RFP Terms

If a Proposer objects on any ground to any provision or legal requirement of the RFP, the Proposer must, not more than 10 calendar days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection and all relevant facts. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### D. Bid Addenda

The SFMTA may modify the RFP prior to the Proposal due date by issuing Bid Addenda, which will be posted on the City’s Supplier Portal <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>.

The Proposer is responsible for ensuring that its Proposal reflects any and all Bid Addenda issued by the SFMTA prior to the Proposal due date, regardless of when the Proposal is submitted. Therefore, the SFMTA recommends that the Proposer consult the City’s Supplier Portal frequently, including shortly before the Proposal due date, to confirm that the Proposer is aware of, and its Proposal is responsive to, all Bid Addenda.

### E. Term of Proposal

By submitting a Proposal, a Proposer warrants that the price stated and personnel proposed to perform the services described in the RFP are valid for 120 calendar days from the Proposal due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

## **F. Revision of Proposal**

A Proposer may revise its Proposal at any time before the deadline for submission of Proposals. The Proposer must submit a revised Proposal in the same manner as the original. A revised Proposal must be received on or before the Proposal due date.

In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal due date for any Proposer.

At any time during the Proposal evaluation process, the SFMTA may require a Proposer to provide oral or written clarification of its Proposal. The SFMTA reserves the right to make an award without requesting such further clarification.

## **G. Errors and Omissions in Proposal**

Failure by the SFMTA to object to an error, omission, or deviation in the Proposal will in no way modify the RFP or excuse the selected Proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

## **H. Financial Responsibility**

The SFMTA shall have no financial responsibility for any costs incurred by a firm in responding to this RFP. Submitted Proposals are the property of the SFMTA and may be used by the SFMTA in any way it deems appropriate.

## **I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office

- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers shall contact the San Francisco Ethics Commission at (415) 581-2300.

## **J. Communications Prior to Contract Award**

It is the policy of the SFMTA that only SFMTA staff identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are notified that they may not contact any SFMTA staff member, other than the person(s) identified in the RFP as the authorized contact, for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

Any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP are prohibited from providing any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the SFMTA Board of Directors and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of a Proposer (including prime contractors and subcontractor(s)) are also subject to these prohibitions.

A Proposer must submit with its Proposal an executed Attestation of Compliance (see Appendix D) certifying compliance with these requirements. The Attestation of Compliance must be signed by all firms and subcontractor(s) named in the Proposal. A Proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the prohibitions of this section, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process.

## **K. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), proposals and bids, all other documents submitted with the Proposal, and records of communications between the 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 benefits until and unless that person or organization is awarded the contract or benefit. Information that a Proposer provides that is covered by this section will be made available to the public upon request.

## **L. Public Access to Meetings and Records**

If a Proposer receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the



disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

## **M. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will be awarded by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or selection process;
2. Reject any Proposal or all Proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

In submitting a Proposal, a Proposer acknowledges and agrees that the City shall not be liable for any costs or other damages incurred by a Proposer if the City determines not to award a contract, rejects any or all Proposals, or exercises any of the reserved rights described herein.

## **N. No Waiver**

No waiver by the SFMTA of any provision of this RFP shall be implied from any failure by the SFMTA to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

## **O. Local Business Enterprise Requirements**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP.

### **1. LBE Subcontracting Participation**

The LBE subcontracting participation requirement for this contract is 20% percent of the total labor value of the services to be provided. The LBE subcontracting requirements shall also apply to any labor value of the Additional Services authorized after issuance of the Notice to Proceed. Proposers are advised that they may not discriminate in the selection of subcontractors

on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) are unfairly or arbitrarily excluded from the required outreach.

Each Proposer shall demonstrate, in its Proposal, that it either: 1) qualifies for the good faith efforts exception set forth in Section 14B.8(B) by demonstrating that it exceeds the established LBE subcontracting participation requirement by 35 percent or more, or 2) meets the established LBE subcontracting participation requirement AND used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code Chapter 14B Section 14B.8 and 14B.9. For each LBE identified as a subcontractor, the Proposal must specify the value of the participation as a percentage of the total value of the contract (that is, the total value of the goods and/or services to be procured, the type of work to be performed), and such other information as may reasonably be required to determine the responsiveness of the Proposal. LBEs identified as subcontractors must be certified with the Contract Monitoring Division as Small or Micro-LBEs at the time the Proposal is submitted, and must be contacted by the Proposer (prime contractor) prior to listing them as subcontractors in the Proposal. If a Proposer does not demonstrate in its Proposal that it exceeds the established LBE subcontracting participation requirement by at least 35 percent, such Proposer must meet the established LBE subcontracting participation requirement AND demonstrate adequate good faith efforts to meet the LBE subcontracting participation requirement. **Any Proposal that does not meet the requirements of this section will be deemed non-responsive.**

**a. Documentation of Good Faith Outreach Efforts**

In addition to demonstrating that it will achieve the level of subconsulting participation required under this RFP (but except if a Proposer exceeds the LBE subconsulting participation requirement by 35 percent or more), a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

**Proposals that do not comply with the material requirements of S.F. Administrative Code Section 14B.8 and 14B.9, CMD Attachment 3 and this RFP will be deemed non-responsive and will be rejected.** During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with CMD-certified Small and/or Micro-LBEs located in San Francisco.

**2. LBE Participation and Ratings Bonuses**

The City strongly encourages Proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any Proposers who are certified by CMD as a LBE, or joint ventures (JV) where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling CMD at (415) 581-2310. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- a. A 10 percent discount to any Proposal submitted by a Small or Micro- LBE; or a joint venture among Small and/or Micro-LBE Proposers; or

- b. A 5 percent discount for each JV that includes at least 35 percent (but less than 40 percent) participation by Small and/or Micro-LBE prime Proposers; or
- c. A 7.5 percent discount for each JV that includes 40 percent or more in participation by Small and/or Micro-LBE prime Proposers; or
- d. A 2 percent discount to any Proposal from an SBA-LBE, except that the 2 percent discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE Proposer or a JV with LBE participation.

If applying for a rating discount as a joint venture: The LBE 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 LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

### **3. Application of the Ratings Bonus**

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

- a. Contracts with an estimated cost in excess of \$10,000 and less than or equal to \$400,000. A 10 percent rating bonus will apply to any proposal submitted by a CMD certified Small or Micro LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
- b. Contracts with an estimated cost in excess of \$400,000 and less than or equal to \$10,000,000. A 10 percent rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5 percent rating bonus will be applied to any proposal from an SBA-LBE, except that the 5 percent rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.
- c. Contracts with an estimated cost in excess of \$10,000,000 and less than or equal to \$20,000,000. A 2 percent rating bonus will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.
- d. JV with LBE participation. The rating bonus for a JV with LBE participation is as follows for contracts with an estimated cost of in excess of \$10,000 and less than or equal to \$10,000,000:
  - i. 10 percent for each JV among Small and/or Micro LBE prime proposers.
  - ii. 5 percent for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers.
  - iii. 7.5 percent for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.

- iv. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest-ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in ii. and iii. above.
- e. The rating bonus does not apply for contracts estimated by the contract awarding authority to exceed \$20 million.

#### **4. CMD Forms to be Submitted with Proposal**

a. A Proposal must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: 1) CMD Contract Participation Form, 2) “Good Faith Outreach” Requirements Form, 3) CMD Non-Discrimination Affidavit, 4) CMD Joint Venture Form (if applicable), and 5) CMD Employment Form. If these forms are not submitted with the Proposal, the Proposal may be determined to be non-responsive and rejected.

b. A Proposer must submit one electronic copy of the above forms with its Proposal as a separate electronic file on the media that contains the Proposal (see Section III.A).

If you have any questions concerning the CMD Forms, you may call Maria Shields, SFMTA Contract Compliance Office at (415) 701-5329 or Maria.Shields@sfmta.com.

## **P. Employment Non-Discrimination and Economically Disadvantaged Workforce Hiring Provisions**

### **1. General**

As a material condition of contract award, the Proposer and its subcontractors agree to comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code and the hiring of economically disadvantaged persons, as required by the City’s First Source Hiring Program, Chapter 83 of the Administrative Code.

### **2. Nondiscrimination Provisions**

As a material condition of the contract, the selected Proposer represents and agrees that:

a. It does and will not, during the term of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

b. The selected Proposer and its subcontractors on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden

under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the Code. The consultant, contractor or subconsultant/subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

### **3. Non-Compliance with Chapter 12B Prior to Contract Award**

As a material condition for award of the contract, the selected Proposer and its subcontractors must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract. The SFMTA shall have the authority to review the selected Proposer's and subcontractors' prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the SFMTA determines that there is cause to believe that any contractor or subcontractor is not in compliance with the nondiscrimination provisions of Chapter 12B, the SFMTA will attempt to resolve the non-compliance through conciliation.

- a. If the non-compliance cannot be resolved, the SFMTA will submit to the contractor or subcontractor a written Finding of Non-compliance.
- b. The SFMTA will give the contractor or subcontractor an opportunity to appeal the Finding.
- c. The SFMTA may, by written notice, stay the award of any contract to a Proposer where the Proposer or any subcontractor is the subject of an investigation for a violation of the City's non-discrimination ordinance(s).

### **4. Complaints of Discrimination after Contract Award**

- a. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with CCO procedures.
- b. A finding of discrimination may result in imposition of appropriate sanctions, including:
  - (i) There may be deducted from the amount payable to the contractor or subcontractor under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
  - (ii) The contract may be canceled, terminated or suspended in part by the SFMTA.
  - (iii) The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

Said sanctions are not the City’s exclusive remedies, which may be imposed in combination with additional legal remedies, sanctions or penalties.

**5. Trainees – SFMTA Employment Training Program**

- a. Trainee Requirements:** Contractors shall comply with the City’s First Source Program, Administrative Code Section 83(see Section V.E below), which fosters employment opportunities for economically disadvantaged individuals. Contractors must notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally.

In addition, the SFMTA requires contractors to hire a minimum number of professional service trainees in the area of the contractor’s expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City’s One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

**Number of Trainees**

Project Fees	To Be Hired
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in contractor fees, add one additional trainee)	

- b. The trainee must be hired by the contractor or by any subcontractor on the project team.
- c. No trainee may be counted towards meeting more than one contract goal.
- d. A trainee must meet qualifications for enrollment established under the City’s First Source Hiring Program as follows:
  - (i) “Qualified” with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and
  - (ii) “Economically disadvantaged individual” shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of

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1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated “economically disadvantaged” for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.

- e. On-the-job training (to be provided by the contractor): The contractor shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.
- f. Contractor shall submit for the City’s approval a description and summary of training proposed for the trainee, along with the rate of pay for the position.
- g. The trainee’s commitment does not require that he/she is used only on this project; the trainee may also be used on other projects under contract to the Proposer that may be appropriate for the trainee’s skill development.

## VIII. Contract Requirements

### A. Standard Contract Provisions

The selected Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The SFMTA, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

### B. Nondiscrimination in Contracts and Benefits

As a material requirement of the contract, the selected Proposer shall comply with Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at: <http://sfgsa.org/index.aspx?page=6058>.

### C. Minimum Compensation Ordinance (MCO)

As a material requirement of the contract, the selected Proposer shall comply with the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For additional information about the MCO, and for the amount of hourly gross compensation currently required under the MCO, see <http://sfgov.org/olse/mco>. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

### D. Health Care Accountability Ordinance (HCAO)

As a material requirement of the contract, the selected Proposer shall comply with the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors shall consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://sfgov.org/olse/hcao>.

### E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the City's First Source Hiring Program (Admin. Code Chapter 83) may apply. 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 are directed to 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 <http://oewd.org/first-source> and from the First Source Hiring Administrator, [business.services@sfgov.org](mailto:business.services@sfgov.org) or call (415) 701-4848.

## **F. Conflicts of Interest**

The selected Proposer must agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The selected Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the SFMTA on behalf of the selected Proposer might be deemed "contractors" under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the SFMTA's notice of award of the contract.

## **IX. Protest Procedures**

### **A. Protest of Non-Responsiveness Determination**

Within five working days of the SFMTA's issuance of a notice of non-responsiveness, any Proposer that believes the SFMTA has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day following the SFMTA's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

The SFMTA reserves the right to proceed with its selection process to evaluate responsive Proposals pending the Agency's determination of the validity of a protest.

### **B. Protest of Non-Responsible Determination**

Within five working days of the SFMTA's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the SFMTA on or before the fifth working day following the SFMTA's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **C. Protest of Contract Award**

Within five working days of the SFMTA's issuance of a notice of intent to award the contract, any firm that has submitted a responsive Proposal and believes that the SFMTA has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day after the SFMTA's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

The SFMTA reserves the right to proceed in contract negotiation with the selected Proposer pending the Agency's determination of the validity of a protest.

#### **D. Delivery of Protests**

All protests must be received by the due date. A protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered via email to:

Carlos.Peza@sfmta.com

**Appendix A**  
**City and County of San Francisco**  
**Contract Monitoring Division**  
**CMD Attachment 3**  
*Requirements for General Services Contracts*  
**For Contracts \$300,000 and over**

*Appendix A* is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration's (OCA) Bids and Contracts Database.

You may access the website at the following link:

<http://mission.sfgov.org/OCABidPublication/>

## Appendix B Standard Forms

The requirements described in this Appendix are separate from those described in Appendix A.

### A. How to become Eligible to Do Business with the City

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

### B. Mandatory Forms

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor File Support Division via the City's supplier portal located at <https://sfcitypartner.sfgov.org/>

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

### C. Vendor Eligibility and Invoice Payment



Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an e-mail notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

### D. Vendor Eligibility Forms

Form	Purpose/Info	Routing
<a href="#">CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Declaration of Nondiscrimination in Contracts and Benefits</a> with supporting documentation (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

	leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's Contract Monitoring Division Equal Benefits web page.	
<a href="#">Vendor Profile Application</a>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

## E. Supplemental Forms

<b>Form:</b>	<b>Required If:</b>
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .

## Appendix C

### Sample Agreement for Professional Services (Form P-600)

*Appendix C* is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration's (OCA) Bids and Contracts Database.

Proposers may access the database at the following link:

<http://mission.sfgov.org/OCABidPublication/>

## Appendix D

### Attestation of Compliance

*To be completed by all Proposing Firms and All Individual Subcontractors*

(Please check each box, sign this form and submit it with your response.)

Name of individual completing this form: \_\_\_\_\_

The form is submitted on behalf of firm: \_\_\_\_\_

Name of RFP: **SFMTA-2018-48**

1. I attest that I and all members of the firm listed above will and have complied to date with Section VII.J of the above RFP.  Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of Section VII.J of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration.  Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix E

*To be completed by all Proposing Firms and All Individual Subcontractors*

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

- (1) \_\_\_\_\_  
(Proposer or Proposed Subcontractor Business Name)
- certifies to the best of its knowledge and belief that it and its principals:
- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
  - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)b of this certification; and
  - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.
- (2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.
- (3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

As the authorized certifying official, I certify that the above-specified certifications are true.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Representative Name (print)

\_\_\_\_\_  
Authorized Representative Title (print)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## Appendix F

*To be completed by all Proposing Firms and All Individual Subcontractors*

### **Certification Regarding Lobbying**

---

(Proposer or Proposed Subcontractor Business Name)

Certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals (RFP), except as expressly authorized in this RFP. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this RFP.

This certification is a material representation of fact upon which reliance was placed for the purposes of the SFMTA's evaluation of Proposals and award of a contract pursuant to the RFP. Submission of this certification is a prerequisite for submitting a Proposal responsive to the RFP.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the SFMTA Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this RFP, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this RFP, or 3) pays or agrees to pay to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its Proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA. As the authorized certifying official, I certify that the above-specified certifications are true.

---

Business Name

---

Authorized Representative Name (print)

---

Authorized Representative Title (print)

---

Authorized Representative Signature

---

Date

## Appendix G

*To be completed by all Proposing Firms and Submitted as a Separate Electronic File;  
Do Not Include the Fee or Cost Proposal in Your Main Proposal Document File*

### Fee Proposal

Year	Overhead & Profit Percent
1	%
2	%
3	%
Option year 4	%
Option year 5	%
Option year 6	%
<b>Total average rate</b>	<b>%</b>

## Appendix H

### Sample Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Municipal Transportation Agency of the City and County of San Francisco, State of California, by Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 20\_\_, has awarded to:

---

hereinafter designated as the “Principal”, a contract for the

[Project #/Description]

[Contract No. \_\_\_\_\_]

And WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City and County of San Francisco (“City”) in the penal sum of \_\_\_\_\_ Dollars ( \$\_\_\_\_\_ ) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**PRINCIPAL**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**NOTE: Signature of Sureties must be acknowledged by a Notary Public**

Date: \_\_\_\_\_

**CITY**

By: \_\_\_\_\_

**Benjamin Rosenfield, Controller**

Date: \_\_\_\_\_

**Approved as to form:  
Dennis J. Herrera  
City Attorney**

By: \_\_\_\_\_

**Deputy City Attorney**

# Appendix I

## SFMTA SECURITY GUARD SERVICES SCOPE OF WORK

### DEFINITIONS

For the purpose of the Special Conditions in this Contract, the following terms shall have the following meanings:

- A. Agreement, Contract.** The contract to be executed by the SFMTA and the successful Proposer, which shall include the Scope of Work of this Request for Proposals, the Contractor's Proposal, the Post Orders, Staffing Plan, Facility Patrol Plan, Training Plan, Standard Operating Procedures, and all other attachments and appendices to those documents.
- B. Americans with Disabilities Act, ADA.** The Americans with Disabilities Act of 1990, as amended, including all relevant regulations adopted by the U.S. Department of Justice and the U.S. Department of Transportation.
- C. As-Needed Guard Services.** Armed and unarmed Guard requests that are not a part of the regular schedule, as set forth in the current monthly Staffing Plan, where SFMTA has provided at least four hours' notice.
- D. Business Days.** Monday through Friday, 9 a.m. to 5 p.m., excluding City-designated holidays.
- E. CCTV.** Closed circuit television.
- F. Chief Security Officer.** The City employee appointed to the position of Chief Security Officer by the Director of Transportation, or his or her designee.
- G. Condition Report.** The report guards are required to submit when they observe unsafe working conditions or damage or defects to physical security features at a facility, such as fences, door locks, or surveillance cameras.
- H. Contractor.** [insert name of successful Proposer].
- I. Days.** Calendar days, unless otherwise specified.
- J. Director.** The Director of Transportation for the San Francisco Municipal Transportation Agency, or his/her designee.
- K. Effective Date.** See Section 1.9 of the Sample Agreement.
- L. Emergency Guard Service.** Armed or Unarmed Guard Services that are requested by the SFMTA with less than four hours' notice.
- M. Fare Media.** Items issued by the SFMTA (1) to users of public transit to provide evidence of payment for use of services or (2) issued to the public as a means for payment for on-street parking.
- N. Firearm Permit.** An identification card issued by the Bureau of Security and Investigative Services that provides proof of weapons certification.
- O. Graffiti.** Any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, shelters, kiosks, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" does not include: (1) any sign or banner that is authorized by, and in

compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

- P. Graffiti Unit.** Uniformed Mobile Patrol Guards assigned to prevent graffiti from occurring and gather photographic evidence to prosecute vandals.
- Q. Guard; Security Guard.** A trained, equipped, and qualified employee of Contractor assigned to security guard duties as required under this Contract.
- R. Incident Report.** The report required to be filed to document events on SFMTA property that represent a security concern, an unanticipated event that results in injury, death or property damage, or any other circumstances as further defined in Section 10.B.
- S. Mobile Patrol Guards.** Guards assigned to the Graffiti Unit with orders to patrol unstaffed SFMTA Sites such as LRV platforms, kiosks, facilities, subway stations and bus shelters using a vehicle supplied by Contractor.
- T. Observers.** Personnel hired by the Contractor to assist with the ADA Observer's Program.
- U. Operations Central Control, OCC.** The SFMTA's operational dispatch center for all trolley and motor coach vehicles, currently located at 131 Lenox Way, or in the future, at 1455 Market Street.
- V. Records.** All documents created, received, or maintained by Contractor in connection with performance under this Agreement, including, but not limited to, books, accounts, invoices, maintenance and service logs, database information, contracts, construction documents, payroll information, maintenance, construction and service logs and other documents, whether or not kept in electronic format.
- W. Relief.** A Guard assigned to cover an authorized break, sick leave, or vacation of a Guard who is regularly assigned to an SFMTA facility or other function.
- X. Revenue Collections & Sales; Revenue.** The division of the SFMTA that manages citations processing, parking permits, fare revenue operations, and fare programs, located at One South Van Ness Avenue.
- Y. Security Control Consoles.** A control panel containing the radio base station, CCTV monitors, digital video recorder (DVR), and the employee access control system.
- Z. Security Guard License; Guard Card.** An identification card that verifies that a person has completed the required classes and clearances to work as a Security Guard, as issued by the Bureau of Security and Investigative Services (see Business and Professions Code section 7583.12).
- AA. Security Operations Center.** The SFMTA security operations center located at 1455 Market Street, Suite 700C, Room 705.
- BB. Services.** The Security Guard and other services to be provided by Contractor in accordance with the requirements and specifications of this Contract.
- CC. SFMTA.** The Municipal Transportation Agency of the City and County of San Francisco.
- DD. SFMTA Properties.** The Sites listed in Section 7, and any other real property in which the SFMTA has a property interest or acquires such interest during the duration of this Contract.



- EE. Site.** A property or facility to which Guards are assigned pursuant to this Contract or which may be established during the term of this Contract. Current Sites are listed in Section 6.
- FF. Standard Operating Procedure (SOP).** Written procedures, policies and guidelines used by the Contractor in day-to-day operations.
- GG. Supervisor.** An employee of Contractor whose primary job duties include oversight, supervision, scheduling and managing assigned Guards on duty, certifying Guard time records and collecting Guard reports for each shift. Specific duties of Supervisors under this Contract are further defined in Section 9
- HH. Training Plan.** The plan that describes the curriculum and other training requirements for new Security Guards and ongoing training that is required by the California Bureau of Security and Investigative Services and this Agreement.
- II. Transportation Management Center, TMC.** The facility that includes the rail line management and dispatch center, Station Operations Dept., Scheduling Dept., Security Operations Center, Video Surveillance Unit, Departmental Operations Center, and other offices located at 1455 Market Street, Suite 700C.
- JJ. Unavoidable Delay.** A delay in Contractor's performance of its duties under the Contract that could not have been avoided by Contractor's exercise of due care, prudence, foresight, or diligence and that arises directly from: an act of God; fire; flood; windstorm; tornado; earthquake; war; riot; insurrection; epidemic; quarantine restrictions; acts of terrorism; inability of Contractor to procure labor to the extent that such inability is not caused by disputes related to collective bargaining; inability of Contractor to procure material; accident; the prevention by the City of Contractor from commencing or prosecuting any of its duties under the Contract; inability of Contractor to obtain applicable permits and licenses from relevant governmental authorities; or failure of public utility service. Contractor bears the burden of demonstrating an Unavoidable Delay within 10 Days of City's demand.

## 1. CONTRACTOR RESPONSIBILITIES-OVERVIEW

Contractor agrees that the Services to be performed, including the locations where and the hours during which Services are to be performed, and the number of Guards to be furnished by the Contractor, shall be subject to the approval of the SFMTA. Contractor agrees that the schedules set forth in a staffing plan may be changed at any time, without any penalty to the SFMTA, provided the SFMTA gives at least five Business Days' notice of the change.

The Contractor shall provide and supervise Guards for all shifts. Contractor shall provide Guards for assignment to duties and locations as described in the Scope of Services or other times or locations designated by the SFMTA.

## 2. INITIAL CONTRACT DELIVERABLES

### A. List of Assigned Guards.

Prior to starting any work, Contractor must furnish the SFMTA with a complete list of all Guards assigned and their assignments. Contractor must check records of criminal convictions, driving history, military service, education, and employment prior to the assignment of any Guard.

**B. Training Plan.**

No later than 10 Days after the Effective Date, Contractor shall provide the SFMTA with a draft Training Plan consisting of the following: (i) the proposed curriculum for each required subject matter listed in Section 8.G below; and (ii) the dates, times, and location(s) of each block of instruction. SFMTA shall review and return the draft Training Plan to Contractor with any instructions for revisions. Contractor shall deliver the completed Training Plan to the SFMTA for its approval prior to the commencement of training required by this Contract. The final approved Training Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.

In addition to the initial training required above, Contractor shall provide 24 hours of training each year of the Contract to all Guards used in performance of the Contract. Training shall include, but are not limited to, industry standard training topics for an industrial and transportation setting.

**C. Proof of Training.**

**i. Individual Guards.**

Prior to assignment of any Guard, Contractor shall provide proof of required training for that Guard. Such proof shall include, on a form to be approved by the SFMTA, and signed by the Contractor and the Guard, documentation that each type of training required by this Contract has been completed. Falsified training documentation shall be grounds for immediate removal and replacement of a Guard and is a material breach of the Agreement.

**ii. All Guards.**

Within 30 Days of the Effective Date of the Agreement, Contractor must provide proof of having completed the required training of all Guards assigned to this Contract.

**iii. Training.**

Contractor shall provide proof of attendance for at least 24 hours of annual training with attendance sheets signed off by Guards participating in training, along with the day, time, duration, and training subject matter. Contractor shall submit proof of attendance to the SFMTA quarterly. See Section 8.G for further information on training requirements.

**D. Proposed Uniform Design.**

Contractor shall submit proposed Guard uniform designs to the SFMTA for approval within 10 Days of the Effective Date.

**E. Supervisor Contact List.**

Within 24 hours of the Effective Date, Contractor shall provide a list with 24-hour contact information (phone or pager) for all Supervisors.

**F. Proposed form of Incident Report.**

Within 24 hours of the Effective Date, Contractor shall provide a proposed form of Incident Report for SFMTA approval.

### **G. Report Templates.**

Within 24 hours of the Effective Date, Contractor shall provide to the SFMTA templates for all reports that are required by this Contract (Training Affidavits, Incident Reports, Guard Timesheets, a Daily Activity Report (DAR), Armed Guard Daily Report, ADA Observer Reports, Condition Reports, and a bi-weekly invoice for SFMTA approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

## **3. CONTRACTOR DUTIES**

### **A. General Guard Duties.**

The Contractor shall provide and supervise Guards to provide Services for all shifts and Sites for which Guards are required by this Contract or requested by the SFMTA. Except in Revenue Collection & Sales, Contractor shall make best efforts to assign Guards consistently to certain Sites so that Guards become more familiar with the procedures and authorized persons associated with that Site. Guards shall be required to perform the following duties at all Sites in accordance with SFMTA-approved Standard Operating Procedures unless otherwise provided in the Contract, or as instructed by SFMTA:

- i. Protect the safety of persons on the Site.
- ii. Prevent and minimize fire, theft, damage and trespass on SFMTA properties.
- iii. Prohibit entry into secure Sites by anyone other than persons carrying valid SFMTA identification or as otherwise instructed by the SFMTA;
- iv. Report any unusual incidents, hazardous conditions, or damaged or defective physical security measures.
- v. Maintain a daily log for each shift in accordance with all policies for the Site (*e.g.*, sign-in and sign-out requirements for visitors);
- vi. Complete rounds of assigned facilities as required for each Site to ensure that all access doors or other means of controlling ingress to a facility are secure.
- vii. Maintain a log of all security violations and report occurrences to the SFMTA Chief Security Officer or his or her designee as soon as possible, considering the nature of the violation.
- viii. Monitor security desk consoles (*i.e.*, employee access control and alarm computer, CCTV video monitors, DVRs); as well as:
  - a. Be familiar with and implement emergency fire or fire alarm procedures; be familiar with floor plans with locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel, and other life/safety systems.
  - b. Be familiar with and implement emergency intrusion alarm procedures, including the use of computer programs, closed circuit television monitors, voice intercom systems, alarms and alarm

enunciator panels, and other equipment required for monitoring and control of building access.

- c. Guards shall be responsible for all building and systems keys in their possession and shall account for the whereabouts of keys at all times. Keys shall not be loaned to anyone for any reason. If keys are lost or stolen, Guards shall notify Contractor **immediately**, and Contractor shall notify the SFMTA Chief Security Officer or his or her designee immediately upon receiving the Guard's report so that appropriate action can be taken to safeguard the premises. Contractor is responsible for the cost of replacement of lost, stolen or damaged keys.

- ix. Be familiar with and implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods, and other emergencies.

- x. Be familiar with and implement procedures for receiving and forwarding requests for maintenance.

- xi. Guards shall not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties at a Site.

- xii. Guards shall never use cell phones or two-way radios on or near railroad tracks under any circumstances.

- xiii. Guards shall, at all times, be polite, courteous, respectful, and responsive to any person authorized to be on the Site.

- xiv. Guards shall not engage in or conduct any personal business or business outside those described in this Contract at any time while assigned to perform Services except for authorized breaks.

- xv. Guards shall comply with all FCC rules and regulations when using the SFMTA's radio frequency, radio base station, and handheld radio equipment.

## **B. Facility Patrols.**

In accordance with the Facility Patrol Plan, Guards shall patrol the grounds of SFMTA Property as required by this Contract and as requested by the SFMTA, including subways and rail tracks, to prevent trespassing, vandalism, sabotage, injury, and liability.

## **C. Employee Access Controls.**

Guards shall monitor the access of employees and members of the public to SFMTA Property as required by this Contract and as requested by the SFMTA. During business hours, most facilities allow employees access to all work areas except for secured areas (*e.g.*, Revenue Collection & Sales offices, the money-counting room, various Revenue storage areas), and restricted areas (*e.g.*, certain parts or tools storage areas, dispatch offices, and Central Control). Control of employee access to restricted areas during and after work hours is maintained through a card access system. Guards shall notify Contractor no later than the end of the shift during which any cards in the possession of Guards at the Site are lost or stolen or if any card reader is not working properly, and Contractor shall notify the SFMTA immediately upon receiving the Guard's report. Contractor is responsible for the cost of replacement of lost, stolen, or damaged cards in the possession of Contractor's employees.

#### **D. Revenue Security**

Guards shall escort and protect the SFMTA's Revenue Collections & Sales employees who handle cash and negotiable fare media, as requested by the SFMTA. The SFMTA may elect to use armed or unarmed Guards to escort and protect Revenue staff. Revenue staff collects cash from the operating divisions, subway ticket vending machines, and some surface platforms on a daily basis. Some special events also require Revenue staff to sell fare media directly to the public. Contractor must provide sufficient numbers of Guards to ensure uninterrupted protection of Revenue staff during the performance of Revenue operations, as requested by the SFMTA.

- i. The daily Revenue operations require constant alarm and video monitoring as well as armed Guards, to ensure both the safety of Revenue personnel and the integrity of the revenue collection and counting process. Guards assigned to Revenue operations must be observant, aware and alert at all times.
- ii. Contractor must rotate Guard assignments a minimum of once every six months for Revenue-related activities, and take such other measures as required to minimize the opportunity for collusion between Guards and SFMTA employees.
- iii. Contractor must ensure uninterrupted Guard service for Revenue operations.
- iv. Guards assigned to the Tower of the Revenue Center must be thoroughly familiar with:
  - a. All of the Site's life safety systems, CCTV video system, alarm and access control systems, operation of Revenue parking garage doors and loading areas.
  - b. SFMTA building security policies.
  - c. Equipment removal policy and procedures.
  - d. Procedures for deliveries of freight, supplies, equipment, mail, packages.

#### **E. Failure to Perform Guard Duties.**

Any acts of vandalism, sabotage or theft of SFMTA vehicles, buildings, or equipment that arises from action or inaction of the Contractor, or Contractor's agents or representatives, failing to perform as required by this Contract, shall result in a credit to the City of up to 100% of the damages accruing to the City, including the cost of repair or replacement of the lost, damaged or stolen asset, plus all applicable SFMTA administrative costs and overhead.

### **4. UNIFORMS**

#### **A. Uniform Items.**

Contractor shall issue all Guards a uniform, which must include, at a minimum, the following items:

- i. Shirts (long and short sleeve)
- ii. Trousers
- iii. Black Garrison-style belt

- iv. Cap (optional)
- v. Jacket (cold weather use)
- vi. Sweater (optional)
- vii. Rain gear in bright yellow or orange with "Security" printed on back
- viii. Belt keepers
- ix. Name plate, gold or silver (over left breast pocket with badge number, first initial and last name) and SFMTA-issued photo I.D. badge
- x. Keys with key holder
- xi. Contractor's insignia shoulder patch (each shirt and jacket)
- xii. Black shoes or boots

**B. Uniform Design.**

All Guards must wear a complete uniform of the type required by this Section at all times while on duty. The design shall be a police/military style uniform subject to the approval of the SFMTA. Guards' shoes must be black with no visible logo, and all uniform items must fit well, be clean and pressed, and must generally present a professional image to the public. Any changes to uniform design or color required by the SFMTA shall be made at no additional cost to the SFMTA.

Shoulder patches with Contractor identification shall not be larger than 4-1/2 inches by 4-1/2 inches. No other Contractor identification may be worn or displayed on the uniform. Each Guard shall also wear a lettered breast badge displaying the Contractor's name.

**C. Uniforms to be Maintained.**

Contractor must maintain all uniform items for all Guards provided to perform the Services under this Contract, including outdoor clothing appropriate for the weather and season, with necessary safety clothing and equipment. The Contractor shall be responsible for the cleaning, pressing, and repair costs for all uniforms.

**5. EQUIPMENT**

Contractor shall issue all Guards equipment, which must include, at a minimum, the following items:

- A. Flashlight and batteries
- B. Flashlight holder, black, ring or snap-style
- C. Radio holder, black
- D. Handcuffs and case or pouch (if required)
- E. Expandable baton (if required by the SFMTA)
- F. Expandable baton holder, black (if required)
- G. Whistle (thunder type) with chain attachment
- H. Semi-automatic pistol for armed Guards only
- I. Approved chemical agent (subject to prior approval by the Chief Security Officer);
- J. Body armor to the extent determined necessary by Contractor;
- K. Vehicles for the Field Supervisor, Video Surveillance Unit, and Graffiti Unit;
- L. Cellular telephones for all Supervisors;

- M. All other equipment determined by Contractor to be necessary to the successful performance of the Services.

## 6. SITES

### A. Requested Locations.

Contractor shall provide armed and unarmed Guards at any location within the City and County of San Francisco within 12 hours of the SFMTA's request.

### B. Regular Locations.

Contractor shall provide regular Guard and/or Mobile Patrol Services as required, permanently or temporarily, at the following Sites in accordance with the schedule set forth in Exhibit 2. The SFMTA reserves the right during the term of the Agreement to add Sites or to eliminate any Site.

i. **Curtis E. Green Light Rail Center** – Green Light Rail Center, located at 425 Geneva Avenue, is a rail operations and maintenance complex that houses major maintenance and storage facilities for light rail vehicles and historic streetcars, dispatch offices, storage of maintenance equipment and supplies, and administrative offices for the Maintenance Division.

ii. **Cameron Beach Yard** – The smaller portion of Green Center is located at 2301 San Jose Avenue and is primarily the maintenance center and storage area for the SFMTA's historic fleet.

iii. **John M. Woods Motor Coach Center** – The John M. Woods Center, located at 22nd and Indiana Streets, is the largest maintenance and storage facility for the SFMTA's standard motor coaches and includes administrative offices for operations dispatch and maintenance, parts storage, heavy repair, light repair, machine shops, body and paint functions, and a carpentry shop.

iv. **Potrero Trolley Coach Division** – Potrero Division, located at Hampshire and Mariposa Streets, is the SFMTA's largest trolley coach division. This facility includes storage and maintenance facilities for standard and articulated trolleys and offices for SFMTA's street supervisors.

v. **Kirkland Motor Coach Division** – Kirkland Division is located at North Point and Stockton Streets and is the operations, maintenance and storage facility for about 142 standard motor coaches.

vi. **Welton M. Flynn Motor Coach Division** – Flynn Division, located at 1940 Harrison Street, is an operations, maintenance and storage facility for the motor coach fleet.

vii. **Presidio Trolley Coach Division** – The Presidio Division, located at Geary Blvd. and Presidio Avenue, houses system safety and training divisions classrooms and offices in addition to the maintenance and storage of trolley coaches.

viii. **Cable Car Division** – The Cable Car Division, located at Washington and Mason Streets, houses the cable power and machinery for operating the City’s historic cable cars, the maintenance and storage facility for cable cars, and the Cable Car Museum.

ix. **SFMTA Headquarters** – located at 1 South Van Ness Avenue, the building is owned by the City for use by the SFMTA and other City departments. The SFMTA currently occupies the third, sixth, seventh, and half of the eighth floors, as well as the basement level at 11 Van Ness Avenue. SFMTA Headquarters is occupied by the Executive Offices; Taxi and Accessible Services; Human Resources; Capital Programs and Construction; Finance and Information Technology; Safety; Security, Investigations and Enforcement; Sustainable Streets; and Transit Services.

x. **Burke Avenue Warehouse** – An SFMTA Materials Management warehouse at 1570 Burke Ave. is used for overhead lines operations and for storage of transit vehicle parts before distribution to individual storerooms at the divisions.

xi. **700 Pennsylvania** – located at the corner of Pennsylvania and 22<sup>nd</sup> St., this complex currently houses facilities and track maintenance staff, including the crafts, special machine shop and custodial crew, and fleet engineering.

xii. **Islais Creek Motor Coach Facility** – Islais Creek is located at 1301 Cesar Chavez and provides storage and maintenance for 50 to 175 standard motor coaches.

xiii. **1399 Marin Facility** – This building is currently a bus acceptance and storage facility.

xiv. **Muni Metro East** – MME is located at 25<sup>th</sup> St. & Illinois St. and houses approximately 100 light rail vehicles, dispatch facilities, and extensive maintenance facilities.

xv. **Subways** – The SFMTA has responsibility for the operation and upkeep of the Muni areas in eight subway stations that are owned by the Bay Area Rapid Transit (BART) District: Embarcadero Station, Montgomery Station, Powell Station, Civic Center Station, Van Ness Station, Church Station, Castro Station and West Portal Station. The SFMTA owns and operates the Forest Hill Station.

xvi. **Trackways** – The SFMTA’s Metro System encompasses over 70 miles of trackways throughout the City, primarily along the E, F, J, K, L, M, N and T light rail lines. The remaining trackways access tracks linking the Metro Center to other tracks. 6.2 miles of this system is in the Metro Subway running from Embarcadero Station to the West Portal Station at the end of the Twin Peaks Tunnel.

### C. Future Sites



**i. Additional sites as requested by the SFMTA.**

**7. PERSONNEL**

**A. Contractor Responsible For Personnel.**

Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts for all locations for which Guard Services are required to be provided by this Contract. All Guards must be employees of the Contractor; however, Contractor may provide Guards through a subcontractor only after written approval from the SFMTA. Contractor shall take full responsibility for hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of Guards. The payment of federal, state, and local taxes and all wages shall also be the responsibility of the Contractor. Contractor shall comply with all required federal, state and local employment laws and regulations. The Contractor shall provide relief for Guards who are on authorized breaks or leaves.

**B. Removal without Cause.**

The SFMTA may request Contractor to remove any Guard from performing Services under this Contract at any time it desires and for any business reason. Contractor shall remove and replace personnel within 24 hours when requested by the SFMTA.

**C. Removal with Cause.**

Contractor shall remove and replace a Guard within 30 minutes of an SFMTA request for any cause or condition that renders the Guard incapable of performing his or her duties, which shall include, but not be limited to, sleeping on duty, theft, and alcohol or illegal drug use. Contractor shall remove and replace personnel within 24 hours for other violations or performance failures set forth in the Agreement when requested by the SFMTA.

**D. Reassignment, Augmentation, Reduction of Workforce.**

Within five Days of a request by the SFMTA, Contractor shall reassign Guards, and such reassignment shall be at no cost to the SFMTA. If the SFMTA's need for Services increases or decreases the number of Guards required to fulfill this Contract, the City's cost shall be based on actual hours of Services provided at the billing rates set forth in this Contract.

**E. Drug and Alcohol Screening.**

Federal Transit Administration (FTA) regulations require that all armed personnel undergo random substance (drug and alcohol) abuse screening as a condition of employment or contracting with the SFMTA, as follows:

In implementation of the Omnibus Transportation Employee Testing Act of 1991 (49 U.S.C. App. 1618a), the FTA, in February 1994, issued regulations requiring its grant recipients to institute drug and alcohol testing programs. These regulations, as amended, are found in Title 49 of the Code of Federal Regulations, Part 655. Additionally, 49 CFR Part 40 contains procedures for collecting and analyzing drug and alcohol specimens.

Generally speaking, FTA requires testing of all transit system employees, including part-time employees, certain volunteers and contractors who perform "safety-sensitive functions." A safety-sensitive function includes, for purposes of this RFP, **carrying a firearm for security purposes.**

Accordingly, the firm awarded this Contract will have to either: (1) implement its own drug and alcohol testing program in compliance with FTA regulations; (2) use the services of a third party administrator to fulfill these requirements; or (3) participate in the SFMTA's program. As a condition of receiving an award of this contract, Contractor shall notify the SFMTA in writing which of the three options it elects.

The drug and alcohol testing requirements include, but are not limited to:

- Testing for alcohol, by means of a breathalyzer test
- Testing for the following drugs (cocaine, marijuana, amphetamines, PCP, and opioids) by means of a urine specimen
- Six types of testing: pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up
- Adoption of a policy statement explaining the various testing requirements, including procedures and the consequences for those employees who test positive. The policy must be distributed to all of the contractor's safety-sensitive employees.
- Training of all safety-sensitive employees. Each safety-sensitive employee will need a minimum of one hour of training on the effects and consequences of prohibited drug use and on the signs and symptoms indicating prohibited drug use. Supervisors who may make reasonable suspicion determinations need an additional two hours of training on the indicators of probable drug use and alcohol misuse.
- Referral of employees who test positive to a Substance Abuse Professional
- Recordkeeping and reporting. The regulations include requirements for retention of records and annual reporting of drug and alcohol testing information by the SFMTA to FTA.
- Obtaining information from previous employers on all applicants who apply for safety-sensitive positions

One hundred percent of all armed Guards assigned to the SFMTA shall be subject to required testing. Contractor must provide written proof of pre-employment testing of each armed Guard prior to that Guard providing any Services under this Contract.

**Options 1 and 2:** (If the Contractor implements its own program or contracts with a third party administrator)

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and 49 CFR Part 40, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, the California Public Utilities Commission (in

its capacity as state oversight agency), or the City and County of San Francisco to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 by December 1st of the calendar year and to submit the Management Information System (MIS) reports before March 1st (for the prior calendar year) to the Manager of the SFMTA's Employee Services Section. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor further agrees to submit within 30 days of the Effective Date: (1) verification that its safety-sensitive employees are included as part of a safety-sensitive random testing pool; (2) a copy of Contractor's policy statement developed to implement its drug and alcohol testing program; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the testing requirements as required by SFMTA, shall be cause for withholding payments to Contractor until the requirements of this section are met.

**Option 3:** (If the contractor's employees perform work at the SFMTA and the Contractor chooses to participate in SFMTA's program.)

Contractor agrees that its safety-sensitive employees will participate in the SFMTA's federally mandated drug and alcohol testing program. This participation shall include the following services: training, testing and collection, laboratory, medical review officer, and substance abuse professional. The SFMTA will bill contractor its fees for these services at the rates identified on Exhibit 2 hereto. Payment shall be due within 30 days of the date of invoice. Contractor agrees that if it does not timely pay the SFMTA for such services, the SFMTA may withhold the unpaid amount of the invoice from its payments to Contractor.

Contractor shall be responsible for preparation and adoption of a policy statement in compliance with the requirements of 49 CFR Part 655 and for complying with any other federal requirements, including, but not limited to, obtaining required previous employment information regarding applicants for safety-sensitive positions (in compliance with 49 CFR § 40.25). Contractor shall also be responsible for the costs of any rehabilitation or employee assistance benefits for its employees.

#### **F. Qualified Employees.**

Employees hired by the Contractor as Guards shall possess the following skills and abilities:

- i. Guards shall have the ability to speak, read, write, understand, and properly use documents written in English.

ii. Contractor shall communicate all written materials provided by the SFMTA to Guards, including rules, procedures, regulations, guidelines and instructions, and shall ensure that Guards adhere to the standards set forth in such materials.

iii. Each Guard provided under this Contract shall have the minimum qualifications required for the position for which he/she is provided as set forth herein, to include a license from the Department of Consumer Affairs, Bureau of Collections and Investigative Services, Private Investigation Act, Section 7512.13 (commonly known as a "Guard Card"). The SFMTA may require proof of such qualifications at any time from either the Guard or the Contractor.

iv. Guards must be at least 21 years of age. This requirement may be waived for veterans of military service with the written approval of the SFMTA.

v. Any Guard assigned to armed duty shall meet all qualifications and have all required licenses and certifications to carry firearms.

vi. The following persons are not qualified to work as Guards:

1. Persons with felony or serious misdemeanor convictions(s) during the last five years;
2. Persons presently on probation or parole;
3. Guards removed for cause at any time during this Agreement;
4. Guards who do not possess the required certifications or training specified in this Agreement.

vii. Should any employee be found unqualified for the position to which he/she is assigned, Contractor shall remove such employee immediately and provide a replacement within four hours at no additional cost to the SFMTA.

viii. The SFMTA shall not pay for any Service provided by Contractor's employees who do not meet the qualifications set forth herein. In the event that the SFMTA discovers, at any time, that it has already paid the Contractor for Services provided by an unqualified employee of the Contractor, the Contractor shall refund any such payment to the SFMTA within 10 business days of notification by the SFMTA. The SFMTA 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.

## **G. Training Requirement.**

### **i. State Requirements**

Contractor shall require all Guards to have a current Security Guard License (Guard Card) in their possession. Contractor shall provide to the SFMTA a photocopy of the current Security Guard License for all Guards assigned to SFMTA facilities 10 days prior to the Effective Date. Contractor shall provide photocopies of valid Guard Cards for new employees 24 hours prior to their start date at SFMTA Sites, and shall provide photocopies of Guard Card renewals or proof of payment for the renewals quarterly. In addition to the Guard Card, all Armed Guards must have in their possession a Firearm Permit issued by the California Bureau of Security and Investigative Services.

### **ii. SFMTA Requirements**

Within five days of the Effective Date of the Agreement, Contractor and the SFMTA will meet to develop written training plans and implement a training program.

Contractor and the SFMTA will have five days to complete the training plan and four weeks to complete all training.

Prior to assignment at any SFMTA Site, all Guards assigned to any location or function that will bring them into regular contact with rail operations shall complete the SFMTA “**On Track and Track Site Safety**” course (4 hours). Training will include SFMTA-specific curriculum to address safety issues related to work at a transit **rail** facility and CALOSHA safety training.

Additional training requirements for more specialized positions (the type of training depends on assigned duties) are as follows:

1. Field Supervisor - 32 hours

Training will include learning the location and routes to all SFMTA facilities, all identified security vulnerabilities, alarm response procedures, safe vehicle operation, and proper radio usage procedures to assist in monitoring deployment of unarmed staff. The field supervisor will also learn how to train new unarmed Guards assigned to conduct a foot patrol of the Site, to document their activities, and to issue radios, tour system readers and other needed equipment as needed.

2. Security Operations Center Supervisor-Unarmed (1455 Market St., 7<sup>th</sup> Floor, Room 705) - 40 hours

Training will include proper radio usage procedures and documentation of calls to assist in monitoring deployment of unarmed personnel, abiding by FCC rules, and inventory and key control. Training will also include CCTV & alarm monitoring procedures, alarm response duties and emergency contact procedures, and incident report writing. Those assigned to this position will also be trained on how to staff open posts and weekly scheduling of unarmed Guards.

3. Tower Guard-Unarmed (Revenue Center-1 SVN basement) 8 hours

Training will include proper radio procedures, inventory control, CCTV and alarm monitoring procedures, alarm response duties, and emergency contact procedures, and approved procedures to control access to revenue loading dock and secured areas to authorized personnel.

4. Armed Revenue Supervisor (Revenue Center-1 SVN basement) - 40 hours

Training for this position will include all procedures required for armed revenue Guards. The armed supervisor will be trained in revenue loading dock procedures. Those assigned to this position will also be trained on how to schedule/rotate armed Guards through different collections as required by the Contract and how to staff open posts.

5. Armed Revenue Guards (Revenue Center-1 SVN basement) - 3 days

Training will include orientation to all subway platforms, sites and facilities to which armed Guards escort revenue staff during revenue operations. During this training Guards will be instructed on each area's vulnerabilities, as well as proper placement and responsibilities while on escort duty and when returning to base. These Guards will also be instructed on proper radio usage.

6. Graffiti Patrol-Unarmed - 24 hours

Training will include learning the routes to all SFMTA bus yards, facilities, portals, stations and platforms where graffiti is likely to occur, pictorial and written documentation of procedures for graffiti attacks, as well as safe vehicle usage. These Guards will also be instructed on proper radio usage.

7. Facility Guard-Unarmed - 8 to 24 hours as needed

Training will include identification of the facility vulnerabilities and the assigned patrol area, instruction on other duties including proper radio usage, verifying employee credentials, and keeping unauthorized people out of restricted areas.

8. ADA Observer-Unarmed - 4 hours

Training will include an orientation on all ADA compliance issues that operators are required to follow while driving a transit vehicle, documentation of non-compliance, and filling out ride reports and time sheets.

9. Video Data Assistant- 40 hours

Video Data Assistants are responsible for retrieving video data storage units from buses and light rail vehicles, viewing footage, and preparing DVD or other electronic copies for the SFMTA Security, Transit, and Safety groups, the San Francisco Police Department, and other City departments.

10. Ongoing Training Requirements

The Contractor must ensure that training described in this subsection ii. is conducted annually or when a Contractor hires any new Supervisor, armed Guard or a group of 10 unarmed Guards within a given quarter. The SFMTA reserves the right to test Guards' knowledge of the training curriculum required by this Contract.

The Contractor shall ensure that all Guards have completed an anti-discrimination and harassment course (4 hours) within one year of assignment to this Contract.

11. Training Waivers

Contractor may request the training requirement to be waived for a particular Guard if Contractor submits adequate documentation to demonstrate that the Guard's skills already exceed the training requirements and the SFMTA approves the waiver request. No waivers for safety and CALOSHA training are allowed under this Agreement.

12. Training Records

Facsimiles of all training records for the Contractor and subcontractors will be maintained by the Contractor's Account Manager (see 8.F below), or his or her designee, at 1 South Van Ness Avenue or an SFMTA facility approved by the Chief Security Officer. Facsimiles shall be maintained for the entire term of the Agreement. Upon request of the SFMTA, the Account Manager shall provide such facsimiles to the SFMTA the same day they are requested.

## 8. TYPES OF SERVICES

### A. Armed Personnel.

Contractor shall provide the following Guards and Services in accordance with Exhibit 2:

**i. Armed Revenue Escort Security Officer Guards**

Contractor shall provide Armed Revenue Escort Security Guards who are assigned to Revenue escort duties. These Guards must be armed and fully equipped (with semi-automatic pistol, handcuffs, baton, approved chemical agent, holsters, and other equipment as required) to escort Revenue staff.

**ii. Armed Revenue Guard Supervisor**

Contractor shall provide an Armed Revenue Guard Supervisor, who shall supervise all armed Guards assigned to the Revenue Section to ensure that the Guards follow all established procedures. This includes but is not limited to checking in armed Guards, issuing equipment, collecting reports, scheduling of armed Revenue Guards and Relief, and additional duties as requested.

**B. Unarmed Personnel.**

Contractor shall provide the following unarmed personnel:

**i. Revenue Tower Officers**

Guards posted at the Tower will be stationed in an elevated control room at 1 South Van Ness Ave. in the basement area connected to the Revenue vault section to secure the vault and adjacent areas. Guards at this post must be proficient in PC-based software, CCTV, and employee access control and alarm systems, and monitor and control all entry into the garage area and vault sections.

**ii. Security Operations Center Supervisor**

One Security Operations Center Supervisor shall be responsible for monitoring the deployment of Guards and supervising all consoles and unarmed Guard operations, managing communications, and reporting directly to the Contractor's Account Manager. The Security Operations Center Supervisor shall be responsible for scheduling all Guards and Relief, as well as monitoring all access and CCTV systems. The SFMTA requires a minimum of one unarmed Console Supervisor to be assigned to Security Control Consoles for each eight-hour shift.

**iii. Security Control Console Monitors**

Contractor shall provide Guards to monitor Security Control Consoles at Muni Metro East and at Revenue in the basement at 1 South Van Ness Avenue, 24 hours per day, 7 days per week.

**iv. Field Supervisor**

Contractor shall provide one unarmed Field Supervisor, whose primary responsibility shall be to patrol the SFMTA's various facilities and Sites and respond to all requests for response by the Security Operations Center Supervisor. When requested, or when there is an incident that requires such response, the Field Supervisor shall meet San Francisco SFMTA P-590 (1-18)

Police Department (SFPD) and/or SFMTA staff at the location with keys or access cards as required to in order to allow them access into the building. The Field Supervisor must remain in contact with the Security Operations Center Supervisor while on patrol using a handheld radio to be provided by the SFMTA.

**v. Graffiti Unit Guards**

Contractor shall provide uniformed Mobile Patrol Guards to prevent graffiti from occurring and gather photographic evidence to prosecute vandals. The locations that must be patrolled by the Graffiti Unit include, but are not limited to, T-line platforms on Third Street and the perimeters of all SFMTA facilities. Graffiti Unit Guards may not be used as Relief without permission from the Chief Security Officer or his or her designee.

The Graffiti Unit must patrol the affected SFMTA Property following the report of a graffiti attack on any bus, trolleys or light rail vehicle while parked on SFMTA property. After arriving on site, Graffiti Unit Guards shall inventory vehicles with graffiti, interview SFMTA employee(s) who reported or saw the incident, get a track sheet indicating where the coaches marred by Graffiti are located in the yard, and take digital photographs of the individual Graffiti "tags." The Guard will advise the Security Operations Center Supervisor to contact SFMTA Central Control with a request for SFPD to respond to the Site to issue a police report. The Guard shall remain on-site to assist SFPD. The Incident Report will include an SFPD case number along with photographs and a tracking sheet.

**C. Supervisor Duties.**

**i.** Each Supervisor of an upcoming shift shall, prior to shift change, determine the readiness of Guards preparing to be posted and ensure that an adequate number of properly uniformed and equipped Guards are available for the shift.

**ii.** Each Supervisor shall communicate any changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations.

**iii.** On-duty Supervisors shall be available at all times during their shift to receive and implement orders or special instructions from the SFMTA concerning matters which affect the operation and security of assigned areas.

**iv.** Supervisors shall instruct Guards as to their daily duties at the beginning of each shift. Guard duties shall not interfere with the operations of the SFMTA.

**v.** No on-duty Supervisor may perform the duties of a Guard on patrol or Relief except in emergencies. During emergencies, the Supervisor may staff a post for a period not to exceed two hours in any consecutive eight-hour period, unless this requirement is waived by the SFMTA. A report shall be submitted to SFMTA by the Supervisor no later than the next business day after the emergency.

**D. Contract Security Administrative Support.**



Contractor shall provide all necessary administrative support to manage its employees; to prepare reports, compile statistics, and provide information as requested by the SFMTA.

**E. As-Needed and Emergency Guard Service.**

In addition to requested scheduled Services, Contractor shall provide as-needed Guard Services whenever requested by the SFMTA, so long as the SFMTA gives at least four hours' notice of a request for additional Services. As-needed Guards shall be compensated in accordance with applicable Federal, State, and local law. The SFMTA anticipates that it will require as-needed Guard Services approximately 3,600 hours annually.

Contractor may be asked to provide armed or unarmed Guards for Emergency Guard Service. Contractor shall provide an Emergency Guard within one hour of the SFMTA request. Contractor may charge an overtime rate for the first eight hours of such Services only. After the first eight hours, the rate of pay will revert to regular rates.

**F. Account Manager.**

Contractor shall provide an Account Manager to coordinate Contract Services. The Account Manager shall be responsible for managing the SFMTA account and responding to all SFMTA requests for additional Services or any other SFMTA concerns regarding staffing or security issues. The Account Manager shall report directly to SFMTA's Chief Security Officer.

The Account Manager must be available to participate in security audits and evaluations of SFMTA facilities, practices and procedures. This requirement is a material term of the Contract.

**G. Observer Program.**

Contractor shall provide unarmed plain-clothes personnel as needed and as approved by the SFMTA to act as field observers. The purpose of the Observer Program is to ensure the SFMTA's adherence to ADA requirements. The Observer will be assigned to specific SFMTA operators where complaints about non-compliance with ADA requirements have been reported. Observers shall complete a daily written report in a form to be provided by the SFMTA, documenting their observations while riding each vehicle. Although the primary purpose of Field Observers is to document ADA compliance by SFMTA operators, such Observer report may also include observation of other transit service-related issues, such as fare evasion, customer service problems, or vandalism. The estimated amount of Observer hours that will be required during the term of the Contract is 4,680 hours annually. No single individual employed as part of the Observer Program may work as an Observer more than 15 hours per week. The Observer shall, at a minimum, document the following observations on a form provided by SFMTA's Accessible Services Division:

- i. Whether the operator calls out stops and transfer points.
- ii. Whether the operator is courteous and accommodating to patrons with disabilities.
- iii. Whether the wheelchair ramp or the coach is lowered when needed.
- iv. Whether wheelchair patrons are properly secured in the designated wheelchair area when the coach is in motion.

- v. That the designated seats are kept open for patron(s) who are elderly or who have disabilities.
- vi. Whether the bus is operated safely with a minimum amount of jerking motions.
- vii. Whether all service animals are allowed on the vehicle.
- viii. Whether the fare boxes on the vehicle are functioning properly.

## 9. TIMES OF SERVICE

### A. Time Records.

- i. At the beginning and end of each shift, Guards shall sign their own time records . No Guard, Supervisor or individual may sign time records on behalf of another Guard.
- ii. Contractor shall maintain all original time records and payroll records for an employee for which the SFMTA is charged within 10 miles of San Francisco. Contractor shall retrieve such records within 24 hours of an SFMTA request.
- iii. The Account Manager shall maintain facsimiles of all time records for the Contractor and subcontractors, at 1 South Van Ness Avenue or an SFMTA facility approved by the Chief Security Officer. Facsimiles shall be maintained for the entire term of the Agreement. Upon request of the SFMTA, the Account Manager shall provide such facsimiles to the SFMTA the same day they are requested..
- iv. Contractor shall maintain electronic records of actual daily Guard assignments and functions in a standard and reportable manner (e.g., MS Office).
- v. Contractor shall make all time records and payroll records available for inspection, copying or audit for the entire term of the Agreement and for a minimum of three years after the term of the Agreement. This section shall survive termination or expiration of the Agreement.
- vi. Time records shall be co-signed at the end of each shift by the shift Supervisor certifying the accuracy of the time record for that Guard.

### B. Hours of Service.

#### i. **Shift Schedule**

The Contractor shall provide Guards to fill all shifts listed in Exhibit 1. SFMTA reserves the right to change the times or locations of the shifts listed in Exhibit 1. Contractor agrees that the Services, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified Guards to be furnished by the Contractor hereunder shall be subject to the approval of the SFMTA. Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to the SFMTA, provided the SFMTA gives 10 business days' notice of any changes to Exhibit 1, except in emergencies.

One week prior to commencement, the Contractor must provide the assignment of duties and locations for Guards for approval by the Chief Security Officer . Contractor must also describe how arrangements will be made for rotating coverage during breaks for Guard stations at Revenue locations, and must show assignment rotation a minimum of once every six months for Revenue-related activities.

#### ii. **Limitation on Overtime**

No Guard shall work more than 12 hours on one or more Sites, for other clients of Contractor, or for or any other job in any 24-hour period unless the work periods are separated by an eight-hour non-duty period. The SFMTA may excuse a failure to comply with this requirements where Contractor demonstrates in writing, within one business day after the event, any condition that prevented Contractor's compliance with this requirement. All requests for an exception to this requirement must receive prior written approval from the SFMTA. The Contractor must obtain a written confirmation of the waiver of this requirement from the SFMTA for each occurrence.

**D. Holidays.**

Contractor shall provide Services on the following official City holidays:

- i. New Year's Day
- ii. Martin Luther King's Birthday
- iii. President's Day
- iv. Memorial Day
- v. Independence Day
- vi. Labor Day
- vii. Columbus Day
- viii. Veterans Day
- ix. Thanksgiving Day
- x. Day after Thanksgiving
- xi. Christmas
- xii. Any additional official City holidays during the term of the Agreement.

**E. Special Events.**

The Contractor shall provide additional Services for miscellaneous special events that require armed or unarmed Guard coverage. The SFMTA will provide at least five business days' notice of the number of Guards needed for a Special Event. These Events include, but are not limited to:

- i. Bay to Breakers (armed)
- ii. Halloween (armed and unarmed)
- iii. New Year's Eve (armed and unarmed)
- iv. Gay Pride Weekend (armed and unarmed)
- v. San Francisco Giants baseball games (armed)
- vi. Golden State Warriors basketball games (armed)??
- vii. Any other Special Events designated by the SFMTA as requiring Guard Services.

**10. REPORTS AND MEETINGS**

**A. Meetings.**

Contractor's Account Manager shall attend meetings when requested by the Chief Security Officer and/or other SFMTA staff to discuss issues related to the Agreement, including, but not limited to, performance, invoice payments, Agreement status, and personnel issues.

## **B. Reports.**

### **i. General Report Requirements**

Whenever a written report is required under the Agreement, any such report must be written in legible English. All reports must be submitted in a Microsoft Word or compatible format in the approved template set forth in Section 3. Any changes to report content or formats requested by the SFMTA shall be made at no cost to the SFMTA. All written reports are to be submitted by the beginning of the next business day to:

**Chief Security Officer  
1455 Market Street, Suite 700C, Room 708  
San Francisco, CA 94103  
(e-mail address and fax number to be provided at time of contract award)**

### **ii. Incident Reports**

Guards must submit Incident Reports whenever there is an event or condition on or adjacent to SFMTA Property involving injury to persons or property, criminal activity, security breaches, departures from required procedures, suspicious activity, unauthorized persons on SFMTA property, or any significant confrontations or altercations among or between SFMTA employees, contractors (including Contractor's employees) or members of the public. Guards who witnessed and/or responded to the incident shall prepare Incident Reports no later than the end of the shift during which an incident occurs. The Incident Report shall include a description of the incident and its status (i.e., "no incident," "all clear" or "further investigation and follow-up required"). The Incident Report shall be submitted electronically to the SFMTA Chief Security Officer, or a designated representative each business day for the prior business day's incidents. An Incident Report must be filed in any of the following circumstances:

- a. Guard is required to intervene between any two or more persons, including other Guards, members of the public or SFMTA staff;
- b. A Guard witnesses any crime or suspected crime, including assault;
- c. A Guard witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private property occurs;
- d. A Guard is required to give direction or an order to any person on a Site and they protest or express their unwillingness to comply;
- e. A Guard discovers any unlocked doors or any activated alarms, false or otherwise;
- f. A Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- g. A Guard observes suspicious or unusual activities, intrusion alarm information, or graffiti attacks.

### **iii. Annual Summary Reports**

Ninety days before each anniversary date of the Contract, Contractor must furnish a report of the total Services ordered during the preceding 12 months. The report must be in a format acceptable to SFMTA and must list by department or location the following: (a) all

Services ordered under the Contract; and (2) total quantity and dollar value of each Service ordered.

**iv. Other Required Reports**

- a. The Security Operations Center contains SFMTA equipment for which Contractor shall be responsible. All malfunctions, vandalism and loss of said equipment stored in the Security Operations Center must be reported within four hours of the occurrence.
- b. When a Guard observes suspicious or unusual activities, intrusion alarms, or a graffiti attack, a report must be telephoned in to SFMTA Central Control within five minutes of the occurrence.
- c. Beginning with the Effective Date, Contractor shall submit a monthly staffing plan that includes the number of Guards that will be designated for each assignment listed in Exhibit 1 for the upcoming month. The first staffing plan shall include the first two months of the Contract, and each subsequent staffing plan shall be submitted 30 days in advance of the month covered by the staffing plan. Supervisors must report any variances from established staffing plans and schedules that occur within a given shift by location and hour, within one business day of the variance. The staffing plan must include arrangements for rotating coverage during breaks for Guards stationed at Revenue Sales locations, and must show assignment rotation a minimum of once a month for Revenue-related Activities.
- d. Daily Activity Report (DAR): a log of a Guard's activity during an assigned shift. Items to be filled out include, but are not limited to, time of patrols and breaks/lunch. The DAR is kept on file at the SFMTA facility per the instructions of the Chief Security Officer.
- e. Armed Guard Daily Report: A log of activity of Armed Guards during a given shift. Log includes arrival and departure time and the name of the SFMTA revenue worker to whom they have been assigned. Log is submitted to the Armed Guard Supervisor or his or her designee at the end of each shift.

**11. MATERIALS TO BE PROVIDED BY SFMTA**

- A. SFMTA required Standard Operating Procedures.
- B. Site's life safety systems, CCTV, computer system, alarm systems, operation of revenue parking garage doors and loading areas, SFMTA building security policies, and key and access card control.
- C. Emergency fire or fire alarm procedures, including floor plans with locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel and other life/safety systems.
- D. Emergency intrusion alarm procedures including computer programs, CCTV monitors, voice intercom systems, alarms and alarm enunciator panels and other equipment required for monitoring and control of building access.
- E. Procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.

**F.** Procedures for deliveries of freight, supplies, equipment, mail, and packages to the Revenue Center.

**G.** Equipment removal policy and procedures.

**H.** Procedures for receiving and forwarding requests for maintenance.

**I.** Procedures and protocols for issuing, canceling, using, replacing, and confiscating access control devices, including keys and access cards.

**J.** SFMTA Security shall provide the Contractor with a list of contact names and departments, with land line, cell phone and pager numbers. These names are to be used when Contractor needs to notify various individuals or departments about incidents, or to request information and assistance.

## **12. LIQUIDATED DAMAGES**

The SFMTA may exercise its authority to assess liquidated damages from Contractor up to the maximum amounts provided herein for each instance of Contractor's failure to comply with the requirements and performance standards enumerated in this section.

**A.** Failure to submit Post Orders within 15 days of the Effective Date as set forth in Section 3.A, Contractor shall pay \$100 per 24-hour period of delay.

**B.** Failure to provide a draft Training Plan no less than 10 Days prior to commencement of training as set forth in Section 2.B, Contractor shall pay \$100 per 24-hour period of delay.

**C.** Failure to provide Proof of Training as set forth in Section 2.C, Contractor shall pay \$100 per employee.

**D.** Submitting false documentation for training verification as set forth in Section 2.C.iv., Contractor shall pay \$2,500 per incident.

**E.** Failure to submit a Facilities Patrol Plan on the Effective Date as set forth in Section 3.E, Contractor shall pay \$100 per 24-hour period of delay.

**F.** Failure to submit proposed Guard uniform designs to SFMTA for approval within 10 Days of the Effective Date as set forth in Section 3.F, Contractor shall pay \$50 per 24-hour period of delay.

**G.** Failure to submit a Supervisor Contact List on the Effective Date as set forth in Section 3.G, Contractor shall pay \$50 per 24-hour period of delay.

**H.** Failure to provide the all Report Templates to be used by the Contractor on the Effective Date as set forth in Section 3.I, Contractor shall pay \$50 per 24-hour period of delay.

**I.** Failure to provide Services at all times during Revenue operations as set forth in Section 4.D, Contractor shall pay \$100 per incident.

**J.** Failure to Perform Guard Duties-Section 4.E. Any acts of vandalism, sabotage or theft of SFMTA vehicles, buildings or equipment that is the direct result of the Contractor, or Contractor's agents or representatives, failing to perform as required by the Agreement in Post Orders, Contractor shall pay up to 100% of the cost of repair or replacement of the lost, damaged or stolen asset, plus all applicable SFMTA administrative costs and overhead.

**K.** Failure to ensure that Guards report to duty with all uniform elements required by Section 5, Contractor shall pay \$250 per incident

**L.** Failure to ensure that each Guard reports for duty with all required equipment required by Section 6, Contractor shall pay \$250 per incident.

**M.** Failure to provide Guards to SFMTA Sites listed in Section 7, in accordance with Exhibit 1, Contractor shall pay \$1,000 per day per shift not covered by a Guard.

**N.** Failure to remove and replace Guards as set forth in Section 8.C and within deadlines in the Agreement, Contractor shall pay \$50 per 30 minute delay.

**O.** Failure to reassign Guards within one day of SFMTA request at no cost to the SFMTA, as set forth in Section 8.D, Contractor shall pay \$150 per incident.

**P.** Failure to provide all new employee names and documentation of drug testing to the SFMTA for each armed Guard as set forth in Section 8.E, Contractor shall pay \$1,000 per incident.

**Q.** Failure to submit an Incident Report within the deadline set forth in Section 9.C.v, Contractor shall pay \$50 per day of delay.

**R.** Failure to provide any required personnel and hours of coverage for the Account Manager as set forth in Section 9.F, Contractor shall pay \$500 per day per staff person not provided.

**S.** Failure to provide any required personnel and hours of coverage for the Observer Program as set forth in Section 9.G, Contractor shall pay \$200 per day per staff person not provided.

**T.** Failure to provide the adequate level of personnel and hours of coverage for Special Events as described in Section 10.D, Contractor shall pay \$500 per day per staff.

**U.** Failure to provide any report as set forth in Section 11.B, Contractor shall pay \$250 per incident.

## Appendix J

### Prevailing Wage, Hours, and Related Information for Security Employees

Administrative Code Sections 21.C.7 and 21C.11 require that prevailing wage rates be paid Security Guard Services. The chart below presents a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Security Employers and Services Employees International Union, United Services Workers West. The chart does NOT include all the information contained in the Collective Bargaining Agreement. Proposers should refer to the Collective Bargaining Agreement located at: <https://sfgov.org/olse/sites/default/files/Security%20Guards%20Bay%20Area%20Master%20CBA%202013-17%20Attachment%2015%20to%20Print.pdf>.

Journey Level	EMPLOYER PAYMENTS			Holidays 8/Year	STRAIGHT-TIME		OVERTIME HOURLY RATE	
	Basic Hourly Rate	Health & Welfare A	Vacation (varies, w/ increases at year 1, 3, 6, & 15) B		HOURS	TOTAL HOURLY RATE	1.5 X	2 X
Security Officer at 90 days	\$14.25	\$3.15	\$0.55	\$0.44	8	\$18.39	\$25.08	\$32.20
Security Officer at 3 years +1 dependent	\$14.25	\$5.58	\$0.55	\$0.44	8	\$20.82	\$27.51	\$34.63
Security Officer at 3 years +2 or more dependents	\$14.25	\$7.60	\$0.55	\$0.44	8	\$22.84	\$29.53	\$36.65

#### Footnotes

- A. Hourly amount based on premium amount less any payments by employee divided by 173 hours per month  
Note: contributions for single employee begin at 90 days of service; dependent benefits with 3 years of service monthly premium value employee + 1 = \$1,090, employer + 2 or more = \$1,540, for which Employer must pay entire premium less \$125 for Employee + 1 and less \$225 for Employee + 2 or more.
- B. Vacation amount calculated at 3 years' seniority



**Appendix J-2**  
**Prevailing Wage, Information for Employees under Agreement SFMTA-2015-31**

<b>Employee</b>	<b>2018 Regular Rate</b>
1	\$22.60
2	\$22.00
3	\$22.00
4	\$20.95
5	\$20.95
6	\$20.95
7	\$20.55
8	\$20.00
9	\$20.00
10	\$20.00
11	\$20.00
12	\$20.00
13	\$20.00
14	\$20.00
15	\$20.00
16	\$20.00
17	\$18.90
18	\$18.90
19	\$18.90
20	\$18.90

<b>Employee</b>	<b>2018 Regular Rate</b>
21	\$18.90
22	\$18.90
23	\$18.90
24	\$18.65
25	\$18.50
26	\$18.50
27	\$18.50
28	\$18.50
29	\$18.50
30	\$18.50
31	\$18.50
32	\$18.50
33	\$18.00
34	\$18.00
35	\$18.00
36	\$18.00
37	\$18.00
38	\$18.00
39	\$17.65
40	\$17.56

<b>Employee</b>	<b>2018 Regular Rate</b>
41	\$17.50
42	\$17.50
43	\$17.40
44	\$17.40
45	\$17.25
46	\$17.00
47	\$17.00
48	\$17.00
49	\$17.00
50	\$17.00
51	\$17.00
52	\$17.00
53	\$17.00
54	\$17.00
55	\$17.00
56	\$17.00
57	\$17.00
58	\$17.00
59	\$17.00
60	\$17.00

<b>Employee</b>	<b>2018 Regular Rate</b>
61	\$16.91
62	\$16.91
63	\$16.80
64	\$16.80
65	\$16.80
66	\$16.65
67	\$16.65
68	\$16.65
69	\$16.65
70	\$16.65
71	\$16.50
72	\$16.50
73	\$16.50
74	\$16.50
75	\$16.50
76	\$16.40
77	\$16.30
78	\$16.25
79	\$16.00
80	\$16.00

<b>Employee</b>	<b>2018 Regular Rate</b>
81	\$16.00
82	\$16.00
83	\$16.00
84	\$16.00
85	\$16.00
86	\$16.00
87	\$16.00
88	\$16.00
89	\$16.00
90	\$16.00
91	\$16.00
92	\$16.00
93	\$16.00
94	\$16.00
95	\$16.00
96	\$16.00
97	\$15.65
98	\$15.60
99	\$15.50
100	\$15.40

<b>Employee</b>	<b>2018 Regular Rate</b>
101	\$15.25
102	\$15.00
103	\$15.00
104	\$15.00
105	\$15.00

\* Yearly hourly wage rates of security officers shall be increased as set forth by the Collective Bargaining Agreement between Security Employers and Services Employees International Union, United Services Workers West.

**Exhibit 1**  
**Security Guard Shift Schedule**

**1. Unarmed Service Schedule**

<b>Unit 1</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Field Supervisor	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700
Unit 1 Patrol	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
<b>Location 2</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Location 2 Supervisor	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700

<b>Location 3</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Site Supervisor		0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	
Foot Patrol	0700 - 1500						0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700
Post A	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700
Post B	0500 - 1300						0500 - 1300
	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
Post C	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700
<b>Location 4</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol	0500 - 1300						0500 - 1300
	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500

<b>Location 5</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Unit B	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700
<b>Location 6</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol	0500 - 1300						0500 - 1300
	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
<b>Location 7</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol (Unit A)	0500 - 1300						0500 - 1300
	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
Foot Patrol (Unit B)	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
<b>Location 8</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol	0500 - 1300						0500 - 1300
	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500

<b>Location 9</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
	0500 - 1300						0500 - 1300
Foot Patrol	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
<b>Location 10</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol (Unit A)	0500 - 1300						0500 - 1300
	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
Foot Patrol (Unit B)	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500
<b>Location 11</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700
<b>Location 12</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol	0500 - 1300						0500 - 1300
	1300 - 2100						1300 - 2100
	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500

<b>Unit 13</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Foot Patrol	0600 - 1400	0400 - 1200	0400 - 1200	0400 - 1200	0400 - 1200	0400 - 1200	0600 - 1400
		1200 - 2000	1200 - 2000	1200 - 2000	1200 - 2000	1200 - 2000	
	1800 - 0200	1800 - 0200	1800 - 0200	1800 - 0200	1800 - 0200	1800 - 0200	1800 - 0200
<b>Unit 14</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500
	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300	1500 - 2300
	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700	2300 - 0700
<b>Clerk 15</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
		0800 - 1630	0800 - 1630	0800 - 1630	0800 - 1630	0800 - 1630	

### 1. Armed Service Schedule

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Supervisor		0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	0700 - 1500	
Unit 1	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	2100 - 0500	
Unit 2	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230
Unit 3	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230	1430 - 2230
Location 4	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100
Location 5	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100
Location 6	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100	0700 - 1500 1300 - 2100
Location 7	0900 - 1700	0900 - 1700	0900 - 1700	0900 - 1700	0900 - 1700	0900 - 1700	0900 - 1700
Unit 8	0900 - 1700 1100 - 1900						0900 - 1700 1100 - 1900



### Exhibit 3

#### Fees for SFMTA's Federally Mandated Drug and Alcohol Testing Program

Testing Fees	Collection	Laboratory	Medical Review Officer	Total
Pre-Employment Drug Test	\$35	\$11.00	\$3.50	\$49.50
Random & Follow-Up Drug Test	\$45	\$11.00	\$3.50	\$59.50
Alcohol Test	\$45	N/A	N/A	\$45
Reasonable Suspicion & Return-to-Duty Drug & Alcohol Tests	\$98	\$11.00	\$3.50	\$112.50
Reasonable Suspicion & Return-to-Duty (After Hours) Drug & Alcohol Tests	\$200	\$11.00	\$3.50	\$214.50

The drug and alcohol testing requirements include, but are not limited to:

- Testing for alcohol, by means of a EBT (Evidentiary Breath Testing) Device
- Testing for DOT 5-panel (cocaine, marijuana, amphetamines, PCP, and opioids as drugs as required under 49 CFR Part 40) drugs by means of urine specimen
- Six types of testing: pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up
- Adoption of a policy explaining the various testing requirements, including procedures and the consequences for those employees who test positive. The policy must be distributed to all of the contractor's safety-sensitive employees. Training of all safety-sensitive employees. Each safety-sensitive employee will need a minimum of one hour of training on the effects and consequences of prohibited drug use and on the signs and symptoms indicating prohibited drug use. Supervisors who may make reasonable suspicion determinations need an additional two hours of training on the indicators of probable drug use and alcohol misuse.
- Referral of employees who test positive to a Substance Abuse Professional
- Record-keeping and reporting. The regulations include requirements for retention of records and annual reporting of drug and alcohol testing information by SFMTA to FTA.

- As to any applicant who applies for a safety-sensitive position, obtaining information from employers regulated by the U.S. Department of Transportation that have employed the applicant during any period within the prior two years of the date of the application.
- Provision of a list of current safety-sensitive employees who's duties include work under an SFMTA account to the SFMTA Substance Abuse Program at the end of each month.

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and**

**[Insert name of Contractor]**

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**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and  
[Insert name of contractor]  
Contract No. SFMTA-2018-48**

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco, State of California, by and between [name and address of Contractor] (Contractor) and the City and County of San Francisco (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A.** The SFMTA wishes to contract for security services for its properties and transit facilities.
- B.** This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) issued on [insert date], pursuant to which City selected Contractor as the highest-qualified scorer.
- C.** The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 20%.
- D.** Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement.
- E.** Under Charter Section 10.104.15, the Controller has certified, and the Board of Supervisors has approved, that security services can practically be performed by a private contractor at a lower cost than if similar work were performed by City employees.

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions**

The following definitions apply to this Agreement:

“**Agreement**” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements that are specifically incorporated into this Agreement by reference as provided herein.

“**CCO**” means SFMTA Contract Compliance Office.

“**City**” or “the City” means the City and County of San Francisco, a municipal corporation.

**1.1** “**CMD**” means the Contract Monitoring Division of the City.

**1.2** “**Contract Administrator**” means the contract administrator assigned to the Contract by the SFMTA, or his or her designated agent.

“**Contractor**” or “**Consultant**” means [insert name and address of contractor].

“**C&P**” means SFMTA Contracts and Procurement.

“**Deliverables**” means Contractor’s work product resulting from the Services that are provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

“**Effective Date**” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

“**Party**” and “**Parties**” mean the City and Contractor either collectively or individually.

“**Project Manager**” means the project manager assigned to the Contract for the SFMTA, or his or her designated agent.

“**Purchase Order**” means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 2.1.

“**Services**” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

“**San Francisco Municipal Transportation Agency**” or “**SFMTA**” means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIIIA of the City’s Charter.

## **Article 2      Term of the Agreement**

The term of this Agreement shall commence on the later of: (i) [insert Contractor’s start date]; or (ii) the Effective Date, and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.



The City has three options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

### **Article 3 Financial Matters**

**Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

**Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

#### **Compensation.**

**Payment.** Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges), attached hereto and incorporated by reference as though fully set forth herein. Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no ".00"]. The breakdown of charges associated with this Agreement appears in Appendix B. The City may withhold a

portion of payment as retention until conclusion of the Agreement, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**Invoice Format.**

Contractor shall submit monthly electronic and hard copy invoices to the SFMTA showing actual hours of Services provided, multiplied by the applicable hourly rate and subtotaled by Site. Contractor shall provide all invoices for a given month no later than the 21st day of the succeeding month. Hard copies of invoices shall be sent by first-class U.S. mail, postage pre-paid, to the following address:

Security, Investigations & Enforcement  
San Francisco Municipal Transportation Agency  
1455 Market St., Suite 700C, Room 708  
San Francisco, CA 94103

Electronic copies shall be provided by email to the email address(es) to be provided by SFMTA.

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Invoices shall, at a minimum, include the following information:

- Name of Guard assigned
- Location of Guard's assignment (invoices shall subtotal the hours and charges grouped by Site)
- Hours assigned to work
- Status of Guard (armed, unarmed, Supervisor, etc.)
- Supervisor's name attesting to the hours and location worked

Pay rate/hour

Hire date

The SFMTA will make payments to Contractor no later than 30 days from the date of receipt of a complete and accurate invoice that complies with all requirements of this Agreement. City will make payment to Contractor at the electronic address specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed on in writing.

**LBE Payment.** Contractor must submit all required CMD payment forms to enable CCO to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from SFMTA, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment forms. Failure to submit all required CMD payment forms with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required CMD payment forms are provided. Following SFMTA's payment of an invoice, Contractor has 10 calendar days to submit a CMD Form 9 Payment Affidavit verifying its payments to LBE subcontractors.

#### **Getting Paid for Goods and/or Services from the City.**

All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

**Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. 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 Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**Employee Retention and Payment of Prevailing Wages for Security Guards .**

Contractor acknowledges that it has read and understands San Francisco Administrative Code Sections 21C.7 and 21C.11 and agrees that this Agreement is subject to, and Contractor shall comply with, all obligations and requirements imposed by those ordinances.

[http://library.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://library.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca). Contractor and its subcontractors agree to pay Security Guards and other applicable employees in accordance with the prescribed wages and benefits for workers as provided in Appendix C to this Agreement.

**Article 4 Services and Resources**

**Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A (Scope of Services). Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond those Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

**Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

**Subcontracting.**

Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the

work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

City's execution of this Agreement constitutes its approval of the subcontractors listed below.

[Insert names of desired approved subcontractors here or state where the names of the subcontractors may be found elsewhere in this agreement.]

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

**Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact

Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

**Assignment.** The Services to be performed by Contractor are personal in character, and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved as required by City law and under the policy of the SFMTA Board of Directors. Any purported assignment made in violation of this provision shall be null and void.

**Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

**Liquidated Damages.**

By entering into this Agreement, Contractor agrees that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause the SFMTA to incur cost and inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to the SFMTA, the City and the public, and that the exact amount of such damage will be impractical or extremely difficult to determine.

The SFMTA and Contractor agree that the amounts described as liquidated damages in Appendix A, Section 12 of this Agreement are not penalties, but represent a fair and reasonable estimate of the damages that the SFMTA will incur by reason of Contractor's failure

to perform, and are fair compensation to City for its losses. Failure by the SFMTA to impose liquidated damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of the SFMTA under this Agreement.

The SFMTA may deduct a sum representing the liquidated damages assessed from any money due to Contractor under this Agreement. Should an assessment take place, the SFMTA will send written notification to the Contractor for its information. Assessments within a given month shall not exceed 50 percent of the monthly fees paid to Contractor. Liquidated damages in excess of 50% for a month will be carried over to the following month. If two or more failures are determined for a particular event, Contractor will be charged for the failure with the highest assessment of liquidated damages.

## **Article 5 Insurance and Indemnity**

### **Insurance.**

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

Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

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

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

Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

**Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is



imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

## **Article 6      Liability of the Parties**

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

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

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

## **Article 7 Payment of Taxes**

Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

## **Article 8 Termination and Default**

### **Termination for Convenience**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by the SFMTA.

Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

At the SFMTA's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, the SFMTA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

Subject to the SFMTA's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

Completing performance of any Services that the SFMTA designates to be completed prior to the date of termination specified by the SFMTA.

Taking such action as may be necessary, or as the SFMTA may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the SFMTA has or may acquire an interest.

Within 30 days after the specified termination date, Contractor shall submit to the SFMTA an invoice, which shall set forth each of the following as a separate line item:

The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services the SFMTA has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of the SFMTA, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the SFMTA or otherwise disposed of as directed by the SFMTA.

A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to the SFMTA, and any other appropriate credits to the SFMTA against the cost of the Services or other work.

In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the SFMTA, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

**Termination for Default; Remedies.**

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

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

- 3.5 Submitting False Claims.
- 4.5 Assignment
- Article 5 Insurance and Indemnity
- Article 7 Payment of Taxes
- 10.10 Alcohol and Drug-Free Workplace
- 11.10 Compliance with Laws
- 13.1 Nondisclosure of Private, Proprietary or Confidential Information

Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from the SFMTA to Contractor.

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

A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

Any notice of default must be sent to the address set forth in Article 11, and in the manner prescribed in Article 11.

**Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**Rights and Duties upon Termination or Expiration.**

This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

- 3.3.2 Payment Limited to Satisfactory Services
- 3.4 Audit and Inspection of Records
- 3.5 Submitting False Claims
- Article 5 Insurance and Indemnity
- 6.1 Liability of City
- 6.3 Liability for Incidental and Consequential Damages
- Article 7 Payment of Taxes
- 8.1.6 Payment Obligation
- 9.1 Ownership of Results
- 9.2 Works for Hire
- 11.6 Dispute Resolution Procedure
- 11.7 Agreement Made in California; Venue
- 11.8 Construction
- 11.9 Entire Agreement
- 11.10 Compliance with Laws
- 11.11 Severability
- 13.1 Nondisclosure of Private, Proprietary or Confidential Information

Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

**Article 9 Rights In Deliverables**

**Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of

and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

**Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

#### **Article 10 Additional Requirements Incorporated by Reference**

**Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca](http://www.amlegal.com/codes/client/san-francisco_ca).

**Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

**Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

**Reserved.**

**Nondiscrimination Requirements**

**Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

**Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

**Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 20% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

**Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

**First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City



has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

**Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

**Reserved. (Working with Minors).**

### **Consideration of Criminal History in Hiring and Employment Decisions**

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>. 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.

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, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**Reserved. (Public Access to Nonprofit Records and Meetings).**

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

**Reserved. (Sugar-Sweetened Beverage Prohibition).**

**Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

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

## **Article 11     General Provisions**

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

To City: Christopher Grabarkiewctz  
SFMTA | Security, Investigations & Enforcement  
1455 Market Street, Suite 700C, Room 708  
San Francisco, California 94103  
E-mail: christopher.grabarkiewctz@sfmta.com

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

Any notice of default must be sent by overnight delivery service or courier, with a signature obtained at delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

**Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

**Reserved.**

**Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

**Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 (Notices to Parties) regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

**Dispute Resolution Procedure.**

**Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a

mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

**Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

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

**Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

**Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no

presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, including amendments, the RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, the order of precedence shall be (a) this Agreement and any amendments, (b) the RFP, and (c) the Contractor's proposal.

## **SFMTA-Specific Terms**

### **Large Vehicle Driver Safety Training Requirements.**

Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at [www.SFMTA.com/largevehicletainingstandards](http://www.SFMTA.com/largevehicletainingstandards). This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

**Change of Contractor..** Should the SFMTA award a contract for the Services provided under this Agreement to a new contractor, Contractor shall cooperate with the SFMTA and the new contractor to implement a systematic and orderly transition of Services to the new contractor.

## **Displaced Worker Protection Act**

Contractor shall comply with all applicable requirements of the Displaced Worker Protection Act (DWPA), San Francisco Police Code Article 33C, as both a successor contractor, and, upon termination of this Agreement, as a terminated contractor.

In the event that either party gives notice of the termination of this Agreement, within 10 days of giving or receiving such notice, Contractor shall provide to the successor contractor the name, date of hire, and employment occupation classification of each employee employed at the Sites for which Services will be provided by the successor contractor as of time of contract termination. If Contractor does not have contact information for the successor contractor 10 days after the contract termination notice, Contractor shall immediately notify the SFMTA in writing that it requires the successor contractor's contact information in order to comply with this Section 12.3, and shall provide the information required by this Section to the successor contractor immediately upon receipt of the successor contractor's contact information.

Where a subcontractor has been terminated prior to the termination of the contract, the terminated subcontractor shall be deemed a terminated contractor for purposes of the DWPA.

As successor contractor, 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 Sites covered by this Agreement.

If Contractor determines that fewer employees are required to perform this Agreement than were required by the terminated contractor (and subcontractors, if any), Contractor shall retain employees by seniority within job classifications.

During such 90-day period, Contractor (or any subcontractor to which the DWPA applies) shall maintain a preferential hiring list of eligible covered employees not retained by Contractor (or a subcontractor) from which Contractor (or subcontractor) shall hire additional employees.

Except as provided in subsection (d) of this Section, during such 90-day period, Contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to the DWPA. "Cause" for the purpose of this Section 12.3 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.

At the end of such 90-day period, 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

Contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by Contractor (or subcontractor) or as required by law.

Contractor shall include this provision in any subcontracts for Services to which the DWPA applies.

## **Data and Security**

### **Nondisclosure of Private, Proprietary or Confidential Information.**

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

In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

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

**Reserved. (Business Associate Agreement).**

## **Article 12 MacBride Principles And Signature**

**MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

<p><b>CITY</b></p> <p><b>San Francisco</b> <b>Municipal Transportation Agency</b></p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Board of Supervisors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Clerk of the Board</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p>	<p><b>CONTRACTOR</b></p> <p>[company name]</p> <hr/> <p>[name of authorized representative] [title] [optional: address] [optional: city, state, ZIP]</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier number: [Supplier number]</p>
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## **Appendices**

A: Scope of Services

B: Calculation of Charges

C-1: Prevailing Wage, Hours, and Related Information for Security Employees

C-2: Prevailing Wage, Information for Employees under Agreement SFMTA-2015-**31**

## **Appendix A Scope of Services**

### **1. Description of Services**

[Final SFMTA Security Guard Services Scope of Work to be inserted here]

### **2. Deliverables**

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

### **3. 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.

### **4. Reports**

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

### **5. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be **Chris Grabarkiewctz**.

**Appendix B  
Calculation of Charges**

[Final Calculation of Charges to be included here]

## Appendix C-1

### Prevailing Wage, Hours, and Related Information for Security Employees

Administrative Code Sections 21.C.7 and 21C.11 require that prevailing wage rates be paid Security Guard Services. The chart below presents a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Security Employers and Services Employees International Union, United Services Workers West. The chart does NOT include all the information contained in the Collective Bargaining Agreement. Proposers should refer to the Collective Bargaining Agreement located at: <https://sfgov.org/olse/sites/default/files/Security%20Guards%20Bay%20Area%20Master%20CBA%202013-17%20Attachment%2015%20to%20Print.pdf>.

Journey Level	EMPLOYER PAYMENTS			Holidays 8/Year	STRAIGHT-TIME		OVERTIME HOURLY RATE	
	Basic Hourly Rate	Health & Welfare A	Vacation (varies, w/ increases at year 1, 3, 6, & 15) B		HOURS	TOTAL HOURLY RATE	1.5 X	2 X
Security Officer at 90 days	\$14.25	\$3.15	\$0.55	\$0.44	8	\$18.39	\$25.08	\$32.20
Security Officer at 3 years +1 dependent	\$14.25	\$5.58	\$0.55	\$0.44	8	\$20.82	\$27.51	\$34.63
Security Officer at 3 years +2 or more dependents	\$14.25	\$7.60	\$0.55	\$0.44	8	\$22.84	\$29.53	\$36.65

#### Footnotes

A. Hourly amount based on premium amount less any payments by employee divided by 173 hours per month

Note: contributions for single employee begin at 90 days of service; dependent benefits with three years of service monthly premium value employee + 1 = \$1,090, employer + 2 or more = \$1,540, for which Employer must pay entire premium less \$125 for Employee + 1 and less \$225 for Employee + 2 or more.

- B. Vacation amount calculated at three years' seniority

**Appendix C-2**

**Prevailing Wage, Information for Employees under Agreement SFMTA-2015-31**

<b>Employee</b>	<b>2018 Regular Rate</b>
1	\$22.60
2	\$22.00
3	\$22.00
4	\$20.95
5	\$20.95
6	\$20.95
7	\$20.55
8	\$20.00
9	\$20.00
10	\$20.00
11	\$20.00
12	\$20.00
13	\$20.00
14	\$20.00
15	\$20.00
16	\$20.00
17	\$18.90
18	\$18.90
19	\$18.90
20	\$18.90

<b>Employee</b>	<b>2018 Regular Rate</b>
21	\$18.90
22	\$18.90
23	\$18.90
24	\$18.65
25	\$18.50
26	\$18.50
27	\$18.50
28	\$18.50
29	\$18.50
30	\$18.50
31	\$18.50
32	\$18.50
33	\$18.00
34	\$18.00
35	\$18.00
36	\$18.00
37	\$18.00
38	\$18.00
39	\$17.65
40	\$17.56

<b>Employee</b>	<b>2018 Regular Rate</b>
41	\$17.50
42	\$17.50
43	\$17.40
44	\$17.40
45	\$17.25
46	\$17.00
47	\$17.00
48	\$17.00
49	\$17.00
50	\$17.00
51	\$17.00
52	\$17.00
53	\$17.00
54	\$17.00
55	\$17.00
56	\$17.00
57	\$17.00
58	\$17.00
59	\$17.00
60	\$17.00

<b>Employee</b>	<b>2018 Regular Rate</b>
61	\$16.91
62	\$16.91
63	\$16.80
64	\$16.80
65	\$16.80
66	\$16.65
67	\$16.65
68	\$16.65
69	\$16.65
70	\$16.65
71	\$16.50
72	\$16.50
73	\$16.50
74	\$16.50
75	\$16.50
76	\$16.40
77	\$16.30
78	\$16.25
79	\$16.00
80	\$16.00

<b>Employee</b>	<b>2018 Regular Rate</b>
81	\$16.00
82	\$16.00
83	\$16.00
84	\$16.00
85	\$16.00
86	\$16.00
87	\$16.00
88	\$16.00
89	\$16.00
90	\$16.00
91	\$16.00
92	\$16.00
93	\$16.00
94	\$16.00
95	\$16.00
96	\$16.00
97	\$15.65
98	\$15.60
99	\$15.50
100	\$15.40

<b>Employee</b>	<b>2018 Regular Rate</b>
101	\$15.25
102	\$15.00
103	\$15.00
104	\$15.00
105	\$15.00

\* Yearly hourly wage rates of security officers shall be increased as set forth by the Collective Bargaining Agreement between Security Employers and Services Employees International Union, United Services Workers West.