



**MEMORANDUM**

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

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

DATE: APRIL 20, 2018

SUBJECT: NEW CONTRACT: **ALLIED UNIVERSAL (FOR-PROFIT)** TO PROVIDE SECURITY SERVICES TO HSA

CONTRACT TERM: 7/1/2018 – 6/30/2021

	New	Contingency	Total
CONTRACT AMOUNT:	\$12,704,160	\$1,270,416	\$13,974,576

ANNUAL AMOUNT:	FY 18/19	FY19/20	FY20/21
	\$4,234,720	\$4,234,720	\$4,234,720

Funding Source	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
FUNDING:	\$9,528,120	\$1,524,500	\$1,651,540	\$1,270,416	13,974,576
PERCENTAGE:	75%	12%	13%		100%

The Department of Human Services (DHS) requests authorization to enter into a contract with Allied Universal for the period of July 1, 2018 to June 30, 2021, in an amount of \$12,704,160 plus a 10% contingency for a total amount not to exceed \$13,974,576. The purpose of the contract is to provide unarmed security guard services to HSA sites.

**Background**

Allied Universal Security Services is a nationwide provider of security services to private and governmental organizations throughout the United States and Canada, employing over 150,000 people. Allied Universal is a California Limited Partnership with over fifty years’ experience in providing security services to government institutions. Allied Universal has provided security services to the Human Services agency since 2008, formerly as Guardsmark LLC which was

bought by Universal Protection Services. Universal Protection merged with Allied Barton in late 2016 to become Allied Universal Protection Services. Allied Universal's previous security services contract with HSA also covered security services at the newly-created Department of Homelessness and Supportive Housing (HSH). This new contract covers HSA security services only; HSH will have their own separate contract for security services.

**Services to be Provided**

Through this contract, the contractor will provide a safe environment for the Department's clients, employees and members of the public. Services will consist of providing assistance and information; maintaining order; deterring intrusion, disputes, theft, and vandalism; and responding to emergencies. The department provides security at 16 departmental sites, including sites for the Department of Child Support Services, the Department of Public Health, and the Department of Adult Probation. Non-HSA site security is funded through work orders from the respective departments to HSA.

The Appendix A, Scope of Services (attached), describes in detail the contractor's services as well as the program's goals and objectives. Appendix D lists the locations of service to be provided under this contract.

**Selection**

Contractor was selected through OCA Request for Proposals #86602, which was competitively bid on December 15, 2017.

**Funding**

Funding for this grant is provided by the City and County General Fund, State, and federal funding sources. The contracted security guard hourly rate is based on Prevailing Wage. As Prevailing Wage increases, the hourly rate will also increase. When the subsequent increases exceed contingency, this contract will be formally modified through DHS Commission.

**ATTACHMENTS**

- Appendix A – Scope of Services
- Appendix B – Budget
- Appendix D – Locations of Service

**Appendix A: Scope of Services to be Provided**  
**Allied Universal Security**  
**HSA Security Services 18-21**  
**July 1, 2018 to June 30, 2021**

**I. Purpose**

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

**II. Definitions**

CCSF	City & County of San Francisco
CLO	Contractor Liaison Officer
Contractor	Allied Universal Security
HSA, also Department	Human Services Agency
DLO	Departmental Liaison Officer
OCM	Office of Contract Management, HSA
Post Orders	Document listing detailed deployment/posting orders for each site - final version due 90 days post contract start date

**III. Specification of Contractor Requirements**

Contractor's License

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

**IV. Specification of Contractor Services and Responsibilities**

A. Adequate Security Coverage through Personnel and Technology  
Staffing levels shall be based upon the DLO's assessment.

B. Building Location Profiles

Prior to Contractor commencing work under this agreement the Department will provide to Contractor, Building Location Profiles of the eighteen (18) HSA sponsored sites that require security services and update the profiles as needed. These profiles will include the square footage, floors, hours, occupants, number of employees & clients, equipment, and traffic patterns and other comments, regarding each of the buildings. (See Locations of Service in Appendix D)

C. Staffing Based on Post Orders

Staffing of this contract will be based on post orders for each location of services. Each site will have a set number of guard posts and hours needing coverage for each post. Staffing should not exceed the number of posts or hours without HSA approval.

D. Acknowledgement of Authority of Department Liaison Officer

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

E. Holidays

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

1. Edgewood Child Protective Center

The City holidays are as follows:

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

F. HSA Security Service Needs Subject to Change

The number of guard posts, hours needing coverage, and locations of service are subject to change during the contract term. HSA agrees to provide written notice to the Contractor for changes in the regular service schedule, including additional services needed.

G. Emergency and Urgent Service Requests

HSA may require additional staff for emergencies or urgent situations, e.g. threat situations, seasonal shelters based on weather conditions. The Contractor shall respond to HSA's urgent requests within two hours of notification by HSA.

H. Annual Evaluation and Site Survey

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

I. Emergency and Disaster Preparations

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

J. Responsibilities of Contractor

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

*Contractor as Employer*

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

Contractor shall require all guards reporting for Departmental duty to have current guard cards as issued by the State Department of Consumer Affairs (see Business and Professions code section 7583.11) in their possession. Contractor shall provide to the Department a photocopy of current guard cards for all guards assigned to HSA facilities. Photocopies of valid guard cards for new employees shall be provided prior to their start date at HSA sites. Photocopies of guard card renewals or proof of payment for the renewals shall be provided to the Department upon receipt by Contractor. If the Contractor has obtained any criminal history data as part of a background check for any of the security guards assigned to HSA, copies shall be provided to HSA.

*Removal and Replacement at Department's Discretion*

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

Contractor's hiring practices for this contract should conform to SF Administrative Code 12T.4(a)(5) and 12T.8(j). Because security guards oversee HSA sites that serve vulnerable populations such as children in foster care, developmentally disabled adults, the elderly, etc.; Contractor should consult with the Department before hiring anyone with convictions for serious crimes against person or property.

**K. Security Guard Roles and Responsibilities**

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

**L. Uniform and Equipment Requirements**

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

- All personnel assigned to this contract, including the supervisors, shall be uniformed and are required to wear a badge and nametag at all times. The Human Services Agency reserves the right to require the wearing of one of two different styles of uniforms from Contractor's standard uniform inventory.
- Uniform shall consist of one dress uniform and one utility uniform (no jumpsuits). Prior to commencement of services under this Agreement, the Human Services Agency must approve all uniforms. Any changes in the uniform style or color will be at no cost to the City.
- The Contractor is responsible for assuring that guards' uniforms are clean and maintained in a serviceable manner.
- Contractor shall provide to the guards on HSA sites:
  - Two-way security radios or cell phones with earphones to each guard (including one with a battery charger for the DLO)
  - Automobiles or other motor vehicles as required
  - All other equipment necessary to the successful execution of the services required under this Agreement.

In addition, verifiable time records shall be kept electronically and manually for each employee assigned to provide service under this Agreement. All such records will be made available for audit and re-audit for the entire term of the contract and for three years after the period of the contract.

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

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

Spanish, Vietnamese, and Chinese and Russian-speaking clients). Bi-lingual HSA staff is available at most building locations during hours of duty for assistance to the Contractor's staff with communications to non- or limited-English speaking clients.

11. Authorization of Overtime

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

12. Timesheets

Contractor will enforce proper segregation of duties in the approval of timesheets. Contractor must ensure the timekeeping process contains adequate checks and balances. Use of electronic time keeping systems shall be implemented within 90 days of the contract start dates as proposed in RFP #86602. All time records will be subject to auditing processes by the City.

N. Training

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

State law requires that guards receive an additional 32 hours of training within the first 6 months of employment and at least 8 hours of training every 12 months. Guards must be in compliance with mandatory state training requirements [Business and Professions Code Section 7583.6(b)]. The Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) Security Guard Guide states:

*"A security guard must complete 40 hours of required training and an 8-hour refresher course every 12 months after completing the 40-hour course. As part of that training, a security guard must complete an 8-hour Power to Arrest/Weapons of Mass Destruction Terrorism Awareness training course prior to submitting an application. In addition, 16 hours of training is required within the first 30 days of receiving a security guard registration, or within the first 30 days from the date of hire as a security guard. An additional 16 hours of training is also required within the first six months after receiving a security guard registration, or within the first six months of employment as a security guard."*



At a minimum, security guards shall comply with the requirements for security guards specified in § 643. Skills Training Course for Security Guards California Code of Regulations (See Appendix E).

- Only properly trained Guards shall be authorized to work at HSA sites.
- A trained Guard meets the following state mandated training requirements:
  1. The guard received the necessary skills training in compliance with the standards prescribed by section 7583.6(b) of the Business and Professions Code.
  2. Documentation that the guard has completed the necessary courses by being issued a Certificate of Completion as outlined in California Code of Regulations Section 643(b).
  3. The responsibility for providing fully trained Guards rests with the contractor.
- All costs associated with training to meet State requirements are the responsibility of the contractor.
- Initial and annual guard training shall not take place when guards are providing contracted services to the HSA.
- Training records shall be made available to the DLO upon request.
- The DLO may observe training being conducted.

The core training blocks provided by the Contractor may be waived for qualified employees if the Contractor can provide sufficient documentation that employees have comparable experience in lieu of training (e.g. former peace officers). This determination shall be made at the discretion of the Department.

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

O. Electronic Time Accounting System

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

V. **Contract Oversight**

- A. The Allied Universal Security Director of Security is the program administrator and responsible for daily operations and the overall performance of the contract.
- B. The HSA Director of Program Integrity/Investigation or his/her designees are responsible for overseeing the program and evaluating contract design and performance.
- C. The Department will designate a Department Liaison Officer (DLO), on call 24 hours per day, seven (7) days per week, who shall have authority, in addition to Contractor's supervisory staff, over all of the Contractor's employees assigned to work on this contract, as needed.

- D. The Contractor shall assign a member of their management staff as Contractor Liaison Officer (CLO) to the Department of Human Services at no additional cost to the City. The CLO or designee will be on call 24 hours per day, seven (7) days per week and shall have the authority to hire, fire, replace, or reassign Contractor's employees, upon discussion with Department Liaison Officer, and without prior approval of higher authority. The Contract Liaison Officer must first be approved by the Human Services Agency prior to assignment.
- E. Department and Contractor staff will meet on a regular basis (at least monthly) to plan training sessions and review the progress and performance of the program.

**VII. Reporting Requirements**

A. Copies of all reports listed below must be submitted separately to each of the following via e-mail and/or regular mail:

- 1. Senior Contracts Manager  
Elizabeth Leone ([Elizabeth.Leone@sfgov.org](mailto:Elizabeth.Leone@sfgov.org))
- 2. Director of Program Integrity/Investigations  
Vladimir Rudakov ([Vladimir.Rudakov@sfgov.org](mailto:Vladimir.Rudakov@sfgov.org))

HSA Department Liaison Officer (DLO)  
Joseph Villatoro ([Joseph.Villatoro@sfgov.org](mailto:Joseph.Villatoro@sfgov.org))

- 3. The mailing address is:  
City and County of San Francisco  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120-7988

B. Incident Reports

- 1. Written incident reports are required in each instance that:
  - Guard makes any physical contact with a member or members of the public, City staff or other guards.
  - Guard makes a citizen's arrest.
  - Guard is required to intervene between any two or more persons including other guards.
  - Guard witnesses or is told about any crime or suspected crime.
  - Guard witnesses or is told about any incident in which there is a potential injury whether or not medical attention is immediately required
  - Guard witnesses or is told about loss or damage to public or private property.
  - Guard discovers after hours any unlocked doors or any activated alarms, false or otherwise.

- Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
  - Guard witnesses or is told about any other incident or unusual circumstance occurs that should be brought to Department's attention
  - Guard is requested by HSA Support Services Director or HSA Investigations Director to make any report.
  - Guard observes any safety or hazardous condition at any HSA site.
2. Copies of all written incident reports are to be submitted by 9:00 A.M. of the next ordinary working day to HSA Department Liaison Officer electronically as proposed in response to RFP #86602 or as mutually agreed to by the DLO at address above.
  3. Contractor will immediately notify the Department Liaison Officer verbally or text whenever a serious incident occurs including those involving injury to HSA employees and/or clients, and/or significant property damage.

#### C. Quarterly Training Reports

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

#### D. Annual Report

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

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

6. Issues of concern that should be brought to Department's attention and other recommendations.

E. Other Reports as required and mutually agreed to.

**Appendix B: Cost Schedule  
HSA Security Services  
July 1, 2018 – June 30, 2021**

<b>Budget Summary 7/1/2018 - 6/30/2021</b>	
Year 1 (7/2018 – 6/2019)	\$4,234,720
Year 2 (7/2019 – 6/2020)	\$4,234,720
Year 3 (7/2020 – 6/2021)	\$4,234,720
<b>Contract Total:</b>	<b>\$12,704,160</b>
10% Contingency	\$1,270,416
<b>Contract Not to Exceed:</b>	<b>\$13,974,576</b>

**YEAR 1**

**Term:** July 1, 2018 – June 30, 2019

**Straight Time Hours:** 130,000

**Straight Time Billing Rate:** \$31.84

**Straight Time Subtotal:** \$4,139,200

**Overtime/Holiday Billing Hours:** 2,000

**Overtime/Holiday Billing Rate:** \$47.76

**Overtime/Holiday Subtotal:** \$95,520

**Total Security Costs:** \$4,234,720

**YEAR 2**

**Term:** July 1, 2019 – June 30, 2020

**Straight Time Hours:** 130,000

**Straight Time Billing Rate:** \$31.84

**Straight Time Subtotal:** \$4,139,200

**Overtime/Holiday Billing Hours:** 2,000

**Overtime/Holiday Billing Rate:** \$47.76

**Overtime/Holiday Subtotal:** \$95,520

**Total Security Costs:** \$4,234,720

**YEAR 3**

**Term:** July 1, 2020 – June 30, 2021

**Straight Time Hours:** 130,000

**Straight Time Billing Rate:** \$31.84

**Straight Time Subtotal:** \$4,139,200

**Overtime/Holiday Billing Hours:** 2,000

<b>Overtime/Holiday Billing Rate:</b>	\$47.76
<b>Overtime/Holiday Subtotal:</b>	\$95,520
<b>Total Security Costs:</b>	<b>\$4,234,720</b>

*\*Baseline Estimated hours derived from RFP specification of 130,000 straight-time hours and 2,000 overtime hours. Human Services Agency will pay Allied Universal for regular shifts that fall on holidays.*

### **BILLING RATE BREAKDOWN**

Note: Bill rate breakdown based on average pay rate of \$18.39  
**Security Officer Pay Rate: \$ 18.39**

#### **PAYROLL TAXES:**

FICA/Medicare	\$1.41
Unemployment - Federal (FUTA)	\$0.03
Unemployment - State (SUTA)	\$0.25
Workers Compensation	\$0.39
SF City Tax	\$0.48

#### **BENEFITS:**

Health Care Insurance	\$3.15
Life Insurance	\$0.10
Vacation:	\$0.71
Sick Leave	\$0.64
401(k) Ret Plan	\$0.15
Tuition As Assistance	\$0.04
Uniforms:	\$0.24
Training:	\$0.42

#### **OTHER:**

Selection/Screening	\$0.79
Management & Supervision	\$0.85
General Liability Insurance	\$0.65

#### **OVERHEAD:**

Branch Overhead	\$1.27
General & Administrative	\$0.64
Corporate/Regional Services	\$0.32
Nextel Radio/Phones	\$0.35
Profit	\$0.57
<b>Straight Time Bill Rate</b>	<b>\$31.84</b>

**Appendix D: Locations for Security Services**  
HSA Security Services 18-21  
Locations subject to change during contract period

Current List of Properties:

1. 170 Otis Street – 1 Supervisor, 8 officers
2. 160 South Van Ness Ave – 1 officer
3. 617 Mission Street (DCS) – 2 officers
4. 1235 Mission Street – 2 Supervisors, 17 officers
5. 1650 Mission Street – 1 officer
6. 3120 Mission Street – 1 Supervisor, 6 officers
7. 3127 Mission Street – 1 officer
8. 1440 Harrison – 1 Supervisor, 5 officers
9. 1800 Oakdale – 2 officers
10. 3801 3rd Street - 1 officer
11. 1315 Evans Ave (APD) – 1 officer
12. 1099 Sunnydale (DPH) – 2 officers
13. 100 Whitney Young Circle – 1 officer
14. 2 Gough Street – 2 officers
15. 705 Natoma/165 8<sup>th</sup> Street 1 officer
16. 2681 28<sup>th</sup> Avenue – 2 officers

Parking Lots:

1. Brady/Colton/Colusa Lots
  - a. Roving patrol, tied to 2 Gough Services