

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS **FIRST AMENDMENT** (“Amendment”) is made as of **July 30, 2024**, in San Francisco, California, by and between **Treeline Security, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled Unarmed and Armed Security Guard Services for As-Needed Various Locations and Events issued through Sourcing Event ID 0000007686 on February 22, 2023 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Roving Guard Services to the Scope of Services and Calculation of Charges, and update standard contractual clauses pursuant to San Francisco Administrative Code Section 21.4(e) and the corresponding Rules and Regulations that authorize the addition of roving security guard services because it is reasonably related to the initial award of the security guard services; and

WHEREAS, City and Contractor intend and agree that the modifications made through this Amendment shall apply retroactively as of October 16, 2023; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14BPREDID0001181, and this Amendment is consistent with that waiver; and

WHEREAS, individual City Departments shall obtain approval from CMD for amounts and durations authorizing each of their Department Contract Releases (as that term is defined in the Agreement), which approvals shall be recorded against CMD14BPREDID0001181; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1      **Agreement.** The term “Agreement” shall mean the Agreement dated August 1, 2023 between Contractor and City.

1.2      **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary

History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2 Modifications of Scope to the Agreement**

This Agreement is hereby modified as follows:

2.1 **Appendix A-1.** Appendix A is hereby replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A in any place, the true meaning shall be Appendix A-1, which is a correct and updated version.

**Appendix B-1.** Appendix B is hereby replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1, which is a correct and updated version.

## **Article 3 Updates of Standard Terms of the Agreement**

This Agreement is hereby modified as follows:

3.1 **Section 10.7 Minimum Compensation Ordinance.** Section 10.7 of the Agreement is replaced in its entirety to read as follows:

**10.7. Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

## **Article 4 Effective Date**

Each of the modifications set forth in Articles 2 and 3 shall be effective as of October 16, 2023.

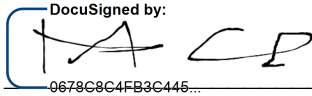
## **Article 5      Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by:  
  
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Paul Cheng  
Procurement Manager  
Office of Contract Administration

CONTRACTOR

**Treeline Security, Inc.**

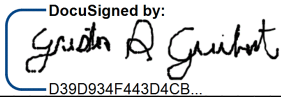
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Boaz Mariles  
VP Business Development

City Supplier number: 0000009205

Approved as to Form:

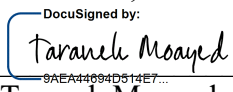
David Chiu  
City Attorney

By:   
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Elaine M. O'Neil  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By:   
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Taraneh Moayed  
Assistant Director

**Attached Appendices:**

A-1: Scope of Service

B-1: Calculation of Charges

## **Appendix A-1**

### **Scope of Services Effective October 16, 2023**

- I. Introduction**
- II. Timeline for Deliverables throughout the Department Contract Term**
  - A. Deliverables due upon Execution of a Department Contract
  - B. Daily Deliverables
  - C. Weekly Deliverables
  - D. Annual Deliverables
  - E. As-Applicable Deliverables
- III. Personnel Duties by Personnel Types**
  - A. Central Communications Center Personnel
  - B. Account Manager
  - C. Administrative Support
  - D. Contractor’s Security Liaison Officer
  - E. Supervisors
  - F. Security Guards
- IV. Uniforms**
  - A. General
  - B. Uniform Attributes
  - C. Equipment Requirements
- V. Security Guard Qualifications**
  - A. Records of Qualifications
  - B. Qualifications
- VI. Unfit Security Guards**
  - A. City’s Right to Question Guards
  - B. City’s Right to Remove Security Guards
  - C. Removal and Replacement of Unqualified Security Guards
- VII. Employee Records**
  - A. Availability
  - B. Retention Period
- VIII. Guard Shifts**
  - A. Schedule
  - B. Change in Shifts
  - C. Rest and Meal Break Schedule
- IX. Electronic Watchclock Guard Tour Reporting System**
- X. Performance Metrics**

**I. Introduction**

City Departments may request as-needed unarmed and/or armed security guard services for specific location(s) or event(s) through this Master Agreement. The Scope of Services below is to be used as a general guide of the required minimum services provided and is not intended to be a complete list of all work necessary to perform the services.

Prior to requesting services under this Master Agreement, Departments shall first contact Contractor to develop a complete scope of work for the services being requested, including but not limited to:

- 1) Estimated duration of the services being requested;
- 2) Location(s) of the services being requested;
- 3) The number of Security Guards and Supervisor Security Guards being requested by location, including their shifts and locations;
- 4) The qualification of the Security Guards and Supervisor Security Guards being requested.
- 5) Department-specific training requirements and schedule;
- 6) Department-specific liaison for the duration of the services;
- 7) Department-specific uniform requirements;
- 8) Department-specific daily report templates (if any);
- 9) Department-specific incident report templates (if any); and
- 10) Any other information relevant to ensure Contractor provides the services being requested.

**II. Timeline for Deliverables throughout the Department Contract Term**

**A. Deliverables due upon Execution of a Department Contract**

Due Date	Deliverable
<p><b>5-10 days after Department Contract Start Date</b></p> <p><b>Due to:</b> Department Liaison Officer</p>	<p>1. Full details for Central Communications Center Personnel, Account Representatives, Security Liaison Officers, and Administrative Support, including:</p> <ol style="list-style-type: none"> <li>a. Name</li> <li>b. Title</li> <li>c. Role</li> <li>d. Cell Phone Number</li> <li>e. Email</li> <li>f. Work Schedule</li> <li>g. Back-Up</li> </ol>
	<p><b>2. Training Policy</b></p>
	<p><b>3. Criminal Background Check Policy</b></p> <p>The Criminal Background Check Policy must be distributed to all Guards performing services under the Department Contract and comply with the requirements in Section IV(B)(6) herein.</p>
	<p><b>4. Drug and Alcohol Testing Policy</b></p>

Due Date	Deliverable
	<p>The Drug and Alcohol Testing Policy must be distributed to all Guards performing services under Department Contract and comply with the requirements in Section IV(B)(7) herein. The Drug and Alcohol Testing Policy must include the following:</p> <ul style="list-style-type: none"> <li>a. Contractor’s testing requirements, including procedures and consequences for those employees who test positive;</li> <li>b. The name of the third-party administrator that Contractor uses to perform these tests; and</li> <li>c. The training procedures for Supervisors to detect drug and alcohol usage by Guards performing services under the Department Contract.</li> </ul>
	<p><b>5. Draft Daily Report Template</b></p>
	<p><b>6. Draft Incident Report Template</b></p>
	<p><b>7. Proposed Uniform Design</b></p>
	<p><b>8. List of proposed Supervisors and Security Guards by shift and location in Microsoft Excel format.</b></p>
	<p><b>9. Contact details for all Supervisors and Security Guards guard in Microsoft Excel format, including:</b></p> <ul style="list-style-type: none"> <li>a. First Name</li> <li>b. Last Name</li> <li>c. Cell Phone Number</li> </ul>
	<p><b>10. Signed and notarized affidavit stating that Contractor has conducted, and each Supervisor and Security Guard has successfully completed:</b></p> <ul style="list-style-type: none"> <li>a. All required trainings;</li> <li>b. A criminal background check; and</li> <li>c. A drug and alcohol test.</li> </ul>
	<p><b>11. Copies of the following documents for each Guard:</b></p> <ul style="list-style-type: none"> <li>a. Current BSIS Security Guard Registration</li> <li>b. Valid California Driver’s License for guards who will operate a vehicle.</li> <li>c. Current BSIS Firearms Permit where applicable</li> </ul>
	<p><b>12. Copies of site-specific Post Orders issued to all guards by location. Post Orders shall consist of the following:</b></p> <ul style="list-style-type: none"> <li>a. Emergency Procedures (including contact lists);</li> <li>b. Investigation and Incident Report Procedures and Forms;</li> <li>c. Shift Patrol Procedures;</li> <li>d. Communication Procedures;</li> <li>e. Dress and Grooming Standards;</li> <li>f. Training procedures including harassment training</li> </ul>

**B. Daily Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
<b>At the end of every shift</b>	<b>1. Incident Reports</b>
	<b>2. Daily Reports</b>
<b>Due to:</b> Department Liaison Officer	

**C. Weekly Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
Every Friday for the following week	<b>1. Provide list of proposed supervising and non-supervising guards by shift and location in Microsoft Excel format to the Department’s Security Liaison.</b>
<b>Due to:</b> Department Liaison Officer	

**D. Annual Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
<b>Each Anniversary Date of the Department Contract</b>	<b>1. Annual Usage Report consisting of all Purchase Orders issued by City to Contractor for Department Contract Releases, including any corresponding invoices and payments by date. Contractor shall email reports to <a href="mailto:OCAVendor.Reports@sfgov.org">OCAVendor.Reports@sfgov.org</a>.</b>
	<b>2. Criminal Record Checks for all Guards performing on Department Contract Releases.</b>
	<b>3. Drug and Alcohol Tests for all Guards performing on Department Contract Releases.</b>
<b>Due to:</b> Department Liaison Officer	

**E. As-Applicable Deliverables**

<b>Due Date</b>	<b>Deliverable</b>
<b>When change occurs</b>	<b>1. Updated Supervising and Non-Supervising Guards List</b>
	<b>2. Updated details for Central Communications Center Personnel, Account Representatives, Security Liaison Officers, and Administrative Support, including:</b> a. Name



<b>Due to:</b> Department Liaison Officer	b. Title
	c. Role
	d. Cell Phone Number
	e. Email
	f. Work Schedule
	3. Proof of Qualifications for newly assigned guards
	4. Proof of Criminal Background Check for newly assigned guards
	5. Proof of Drug and Alcohol Test for newly assigned guards
	6. Proof of Training for newly assigned guards

**III. Personnel Duties by Personnel Types**

**A. Central Communications Center Personnel**

1. Contractor shall establish a centralized dispatch and two-way radio communications network. The Central Communications Center shall field calls, resolve problems, and direct all service issues and requests from the Department’s Security Liaison to the Contractor’s appropriate staff for resolution.
2. Contractor shall provide twenty-four (24) hour emergency response services and ensure communication between field staff and Department’s Security Liaison are within ten (10) minutes of initial contact.
3. When an alarm company notifies the Contractor of an alarm and/or unauthorized break in the system, Contractor shall immediately dispatch a radio-equipped security guard to investigate and, if necessary, notify the Department’s on-call building engineer, and/or Departmental liaison, and/or the San Francisco Police Department, as applicable.

**B. Account Manager**

1. The Account Manager shall manage a Department’s account, and handle all administrative concerns including but not limited to: provision of invoices, reports, records, employee certifications, organizational policies and procedures.
2. The Account Manager shall report directly to the Department’s Security Liaison and have the authority to hire, fire, replace, or reassign Contractor’s employees without prior approval of management.
3. The Account Manager must be available to participate in meetings with the Department’s staff, security audits and evaluations of Department sites, practices, and procedures when requested.

### **C. Administrative Support**

1. Administrative support includes, but is not limited to preparing reports, maintaining records (paper and/or electronic), compiling statistics, preparing monthly invoices, and providing information as requested by the Department.

### **D. Contractor's Security Liaison Officer**

1. The Contractor's Security Liaison Officer shall meet with the Department's Security Liaison on a regular basis, acting as the main field liaison for the Departmental Liaison Officer, supervising all Field Services Supervisors, ensuring quality service delivery at all Department sites, conducting client satisfaction surveys, and developing security solutions and enhancements.
2. The Contractor's Security Liaison Officer shall have the authority to replace or reassign Contractor's employees without prior approval of higher authority. The Contractor's Security Liaison Officer must first be approved by the Department's Security Liaison prior to assignment, and shall report directly to the Department's Security Liaison.
3. The Security Liaison Officer shall be on call twenty-four (24) hours per day, seven (7) days per week.
4. The Security Liaison Officer shall meet with the Department's Liaison Officer on an as-needed basis to discuss the progress of a Department Contract Release and address ongoing issues and concerns. The meetings shall be at no cost to the City and take place at a mutually agreed time and location.

### **E. Supervisors**

1. **General.** Contractor shall provide adequate supervision of Guards at no additional cost to the City. "Supervisor" means guards who perform the same work as security guards but have the authority to exercise independent judgment to effectively recommend hire/promote, discipline, assign, reward or adjust the grievances of other employees. Supervisors are not shift leads. While shift leads may assist in many supervisory functions, shift leads shall prepare or offer input if requested, but shall not make determinations or recommendations.
2. **Supervisor Duties**  
All Supervisors performing under a Department Contract Release shall be available at all times during assigned shifts to respond to City requests, including receiving and implementing orders or special instructions. All Supervisors performing under a Department Contract Release shall:

- (a) Plan, assign, direct, and ensure proper execution of Guard assigned duties.
- (b) Monitor security desk consoles (i.e.: access control, alarm systems, CCTV video monitors, etc.).
- (c) Instruct Security Guards as to their daily duties. The duties shall not conflict with those of the Department's Liaison Officer.
- (d) Supervise all Guards during all shifts and ensure they are patrolling assigned areas. Contractor shall be able to inform City of the guards on shift and their location at any time. Contractor shall require and ensure that all guards adhere to rules provided in writing by Facility Management to the Contractor.
- (e) Prior to every shift change, ensure the readiness of Guards to be posted, including staffing availability, proper uniform requirements, and proper equipment needed to carry out Guard duties and responsibilities.
- (f) Address complaints and resolve problems.
- (g) Conduct regular inspections to ensure Guards' compliance with assigned duties, Contractor policies, and City policies.
- (h) Access Contractor security guard sign-out procedure at the end of each shift to certify the accuracy thereof.
- (i) Implement and oversee the security operation during their scheduled shift.
- (j) Direct and supervise all Guard activity.
- (k) Provides copies of security incident reports to the Department's Liaison Officer.
- (l) Respond to all security related emergencies and coordinate communications with the Account Manager, Department's Liaison Officer.
- (m) Assist with the functions of physical and personal security and safety measures of the Department's facility, staff, and visitors.
- (n) Assume an active role to ensure that assigned Guards are professional, engaged in their duties, including not on cell phones or distracted with other non-work-related reading material.
- (o) Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
- (p) Preserve order and may enforce regulations pertaining to personnel, and visitors, on the Premises.
- (q) Provide break reliefs to all assigned security staff.

### **3. Supervisor Training and Orientation**

All Supervisors performing under a Department Contract Release shall train new Guards and orient Guards to new posts and assignments, including all security companies in succession.

### **4. Supervisor Coordination with Department's Liaison Officer**

All Supervisors performing under a Department Contract Release shall communicate all changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations to all on-duty personnel, including the Department's Liaison Officer.

## 5. Supervisor Records and Reports

All Supervisors performing under a Department Contract Release shall:

- (a) Maintain a daily log for each shift in accordance with all building policies (sign in and out).
- (b) Maintain regular, accurate, and consistent attendance records.
- (c) Review all reports for accuracy and completeness.

## 6. Supervisor Regular Meetings

Account Manager and/or Supervisor(s) shall meet with the Department's Liaison Officer on a regular basis to discuss the progress of a Department Contract Release and address ongoing issues and concerns. These meetings shall be at no cost to the City and at a mutually agreed time and place.

## F. Security Guards

1. **Back-Up Security Guards.** Contractor shall have a reasonable number of qualified and trained back-up personnel ready to assume assignment under the contract. If circumstances require the elimination of certain services, the cost to the City will be adjusted downward, based upon the hourly wages as provided in Appendix B "Calculation of Charges."
2. **General Security Guard Functions.** All guards shall:
  - (a) Respond to security emergencies within the patrol location.
  - (b) Preserve order, including compliance with regulations pertaining to the Department's staff and clients on the Premises.
  - (c) Assist with the functions of physical and personal security and safety measures of staff and visitors.
  - (d) Respond to incidents involving disturbances, security staff assistance, and violence in the workplace.
  - (e) Verbally de-escalate any risk behavior, and follow response protocol, including calling the local law enforcement for incidents that require physical intervention.
  - (f) Without provoking a confrontation, stop to investigate all suspicious persons and activity. (Race, gender, and religious affiliation are NOT considered suspicious.) Do not attempt to follow people when it is unwarranted.

- (g) Communicate findings to the on-site Supervisor and document with an incident report.

**3. Security Guard Shift Duties.** All Guards assigned to a Department Contract Release shall:

- (a) Report to their shifts on time and remain for the entire duration of the shift.
- (b) Monitor the security needs of the office tenants, their clients, and guests.
- (c) Investigate and complete Incident Reports for all unusual or suspicious activity.
- (d) Guard the Premises against fire, theft, damage and trespass.
- (e) Protect safety of persons on site.
- (f) Keep peace and order at all times, both inside the Premises and where people are gathered in entry doorways.
- (g) Monitor all incoming and outgoing traffic. Make sure anyone not signing into the building restricted areas has the required building ID card to enter, all others must sign in and verify that each person is authorized to enter the building restricted areas.
- (h) Monitor alarms; set and shut off alarms per security best practices and standards, as directed by the Department's Liaison Officer or his/her designated representative.
- (i) At all times, be polite, alert, welcoming, courteous, respectful, and responsive to visitors and Department's staff.
- (j) Be visible to the public, alert, and attentive at all times while on duty.
- (k) Not be engaged in or conduct any personal business or business outside those described in a Department Contract Release at any time while performing under perform Services, except during authorized breaks.
- (l) Not use or be distracted from their duties by music, newspapers, televisions, personal cell phones, electronic tablets, or anything unrelated to their duties. Guards cannot be asleep, or otherwise inattentive.
- (m) Be present in the key areas – rounding on foot to observe and report any unusual activity; rounding will include looking out for and searching for hazardous or potentially hazardous conditions.
- (n) Roving guards shall be available upon Department's request. These guards perform the same shift duties on foot, in a vehicle or through a combination of both.

**4. Security Guard Inspection Duties**

- (a) Security officers will be required to perform bag searches of all individuals coming into the Department's locations for weapons where metal detectors are present.
- (b) For locations with metal detector, request individuals to empty pockets for inspection. If the metal detector or wand beeps, continue metal detector and/or wand check until all metal items have been identified and metal detector or wand cease to beep.
- (c) For locations without a metal detector, perform a visual inspection of bulges, items in pockets etc. If the visual inspection reveals a weapon, advise the individuals that weapons are not allowed in Department's buildings and they will not be allowed to enter with a weapon.
- (d) If an individual refuses to comply with any of these requirements, the Security Guard shall not allow visitor to enter the facility.

5. **Security Guard Emergency Duties.** All Guards performing under a Department Contract Release shall quickly respond when an emergency occurs or when the panic button is sounded to again establish peace and order. All Guards performing under a Department Contract Release shall, at all times, be knowledgeable about the following:
  - (a) Emergency response and emergency client telephone numbers.
  - (b) Emergency fire procedures including the layout of the property.
  - (c) Procedures and protocols for responding to medical emergencies, lost children, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.
6. **Security Guard As-Needed Duties.** All Guards performing under a Department Contract Release shall perform additional duties that the Department's Liaison Officer and Contractor may agree upon from time to time.
7. **Security Guard Stand-By Duties.** Guard's assistance is limited to the Guard's presence as a deterrent or backup to the Department staff's actions. Guard's actions may include giving directives to take control of a potentially escalating situation by setting limits.
8. **Security Guard Assist Duties.** Guards' assistance will be provided at the direction of a Department staff member. Guards will CALL 911 FOR ISSUES THAT INVOLVE MEDICAL DISTRESS, PHYSICAL FORCE OR EFFECTING AN ARREST.
9. **Security Guard Identified Prohibited Items Duties.** Guards shall inform individuals that prohibited items will not be allowed inside the facility, and

they will be given an opportunity to leave with the item and return without the item, but the person will be subject to a new screening. Guards shall confiscate and dispose of weapons.

**10. Security Guard Key Duties.** All Guards performing under a Department Contract Release shall be responsible for all building and systems keys in their possession and shall account for their whereabouts at all times. Guards shall not loan keys to anyone for any reason. If keys are lost or stolen, Contractor shall immediately notify the Department's Liaison Officer so that appropriate action can be taken to safeguard the Premises. Contractor shall be responsible for the cost of replacement of lost, stolen or damaged keys.

**11. Security Guard Reporting Duties**

(a) **General:** All Guards performing under a Department Contract Release shall:

- i. Access contractor security guard sign-in/sign-out procedure for each shift.
- ii. Log all arrival and departure times for shifts, including breaks of any kind.
- iii. Create Incident Reports.

(b) **Reportable Incidents.** All Guards performing under a Department Contract Release shall provide a written Incident Reports to the Department's Liaison Officer within twenty-four (24) hours of the incident. All Guards performing under a Department Contract Release shall write Incident Reports in any of the following circumstances, including but not limited to:

- i. Guard is required to make any physical contact with a member or members of the public, City staff or other guards.
- ii. Guard is required to intervene between any two or more persons including other Guards.
- iii. Guard witnesses any crime or suspected crime, including assault.
- iv. Guard witnesses any incident in which there is a potential injury whether or not medical attention is immediately required, or in which loss or damage to public or private property occurs.
- v. Guard observes hazardous conditions.
- vi. Guard observes persons attempting to gain unauthorized entry.
- vii. Guard discovers any unlocked doors or any activated alarms, false or otherwise.
- viii. Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- ix. Guard observes suspicious or unusual activities.

- (c) **Security Guard Reports to the Department's Liaison Officer.** All Guards performing under a Department Contract Release shall report to the Department's Liaison Officer any of the following incidents:
  - i. Guard observes any unusual incidents or hazardous conditions;
  - ii. Any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors or property; or
  - iii. Any other circumstances requiring immediate notification to the Department's Liaison Officer or appropriate local authorities.
  
- (d) **Security Guard Reports to the SFPD or SFSD.** All Guards performing under a Department Contract Release shall report to the SFPD or SFSD any of the following incidents:
  - i. Guard observes any unusual incidents or hazardous conditions; and/or
  - ii. Guard observes any sudden and/or unanticipated situation that results in harm or injury to City staff, visitors or property; or any other circumstances requiring immediate notification to City or appropriate local authorities that is of a criminal nature.
  
- (e) **Security Guard Incident Report Submissions.** All Guards performing under a Department Contract Release shall submit Incident Reports by the end of shifts, during which said incidents occur, by each and every Guard involved. City is not required to pay for services until all outstanding Incident Reports for the month have been satisfactorily submitted to the Department's Liaison Officer.

#### **IV. Uniforms**

##### **A. General**

All Guards performing under a Department Contract Release, including the Supervisors, shall be properly uniformed. Contractor shall provide at least two sets of uniforms to each Guard performing under a Department Contract Release at the Contractor's expense at the start of hire and provide replacement uniforms as needed. All Guards performing under a Department Contract Release shall wear the same identical uniform and name tag. All Guards performing under a Department Contract Release shall maintain a neat, orderly and presentable appearance at all times.

##### **B. Uniform Attributes**

Unless advised otherwise by the Department's Liaison Officer. Contractor shall provide all Guards performing under a Department Contract Release with a police/military style uniform in the following colors and pieces:

- i. Uniform shoes/boots will be black in color and plain toe;
- ii. Uniform black pants;



- iii. Uniform white button up Shirt (Not a t-shirt);
- iv. Uniform black security Guard jackets with the word “Security” printed on the back and upper arms; and
- v. Contractor issued name tag.

**C. Equipment Requirements**

Contractor shall provide all Guards performing under a Department Contract Release 2-way radios and ear piece for use while performing security services at each facility. On-Site Guard Supervisors shall be accessible by cell phone and a radio.

**V. Security Guard Qualifications**

**A. Records of Qualifications**

- 1. Contractor shall keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, timesheets, payroll, and termination.
- 2. The Department’s Liaison Officer or his/her designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. No later than 10 business days after a request is made for qualifications, Contractor shall provide as-needed proof of such qualifications.

**B. Qualifications**

- 1. **Education.** All security guard working under a Department Contract Release shall possess a high school diploma or a General Equivalency Diploma (“GED”) equivalent. Having some college education is preferred; and
- 2. **English Proficiency.** All security guard working under a Department Contract Release shall have the ability to speak, read, and understand English at a proficiency level. Guards shall be able to communicate in English verbally and in writing. All Guards performing under a Department Contract Release shall have the ability to speak, read, understand, and properly use documents written in English at a proficiency level. For example, duties will include the composition of various reports, both in writing and verbally.
- 3. **Training.** Training shall be arranged by the Contractor and at the Contractor’s expense. Contractor shall establish, implement, and execute a training program as approved by the Department’s Liaison Officer.
  - a. **Guards Who Do Not Pass Required Training.** Any Guard that does not meet the training requirements detailed in Section IV.B.5, above, is unfit to provide services under a Department Contract Release. If any employee is deemed unqualified for the position to which they are assigned, they will be

removed and replaced immediately by the Contractor at no additional cost to the City.

**b. Proof of Training**

- i. Contractor shall provide training material, test results, completion certification and affidavits to the City for review upon request to provide services under a Department Contract Release.
- ii. Contractor must keep and provide the City with access to accurate and updated Records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination. Contractor shall keep accurate and up to date records of training attendance and certificates of completion, which must be made available for review by the Department at any time. The Department reserves the right to attend and observe a training course/class/session provided to Guards performing under this contract. The Department's Liaison Officer or their designated representative(s) may require proof of such qualifications at any time from either the employee or the Contractor. The City reserves the right to inspect the Training results. Contractor shall provide reports to Department's Liaison Officer or their designated representative(s) if requested.

**4. Criminal Background Check Policy**

- a. Contractor shall maintain a Criminal Background Check Policy as approved by OCA, and if applicable, the Department's Liaison Officer, conducted in compliance with San Francisco Administrative Code Chapter 12T Fair Chance Ordinance.
- b. The Criminal Background Check Policy must be distributed to all Guards performing services under a Department Contract Release.
- c. The Contractor shall utilize a third-party administrator to conduct criminal background checks for all guards assigned under a Department Contract Release.
- d. The Criminal Background Check Policy must identify:
  - i. Possession of a prohibited conviction or status.
  - ii. Directly-Related Convictions, as defined by the San Francisco Administrative Code Chapter 12T, including:
    - (a) Felony or serious misdemeanor convictions(s) during the last five years.

- (b) A serious misdemeanor conviction, including crimes involving moral turpitude.
  - (c) Unresolved arrests involving substantial and/or repetitive pattern of criminal conduct.
- e. Contractor shall not assign any guards to a Department Contract Release who have failed a criminal background check.
- f. On every anniversary date of a Department Contract Release, Contractor shall conduct annual criminal background checks for all Guards performing under a Department Contract Release.
- g. Contractor shall immediately remove and replace, at no additional cost to the City, any Guard performing under a Department Contract Release who fails a criminal background check.
- h. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including, but not limited to criminal background checks.
- i. The City reserves the right to inspect the criminal background check results.

**5. Drug and Alcohol Testing Policy**

- a. Contractor shall establish a Drug and Alcohol Testing Policy as approved by OCA and, if applicable, the Department's Liaison Officer that complies with the San Francisco Police Code Section 3300A.5, and produce any documentation necessary to establish its compliance with Section 33000A.5.
- b. The Drug and Alcohol Policy must be distributed to all Guards performing services under a Department Contract Release.
- c. Drug and Alcohol Tests must be conducted by an independent and certified third-party.
- d. Drug and Alcohol Tests must be for, at a minimum:
  - i. Alcohol use, by means of a breathalyzer test; and
  - ii. Drug use (5 types: cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen.
- e. Contractor shall not assign any guards to a Department Contract Release who have failed a drug and alcohol test.

- f. On every anniversary date of a Department Contract Release, Contractor shall conduct annual drug and alcohol testing for Guards performing under a Department Contract Release.
- g. Contractor shall immediately remove and replace, at no additional cost to the City, any Guard performing under a Department Contract Release who fails a drug and alcohol test.
- h. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including, but not limited to drug and alcohol tests.
- i. The City reserves the right to inspect the drug and alcohol test results.

## **VI. Unfit Security Guards**

### **A. City's Right to Question Guards**

City may, at any time they deem it necessary, question the Security Guard on duty to ensure that they are knowledgeable of the building's services and duties.

### **B. City's Right to Remove Security Guards**

The Department's Liaison Officer reserves the right to direct Contractor to remove any personnel from its Premises at any time it desires and for any reason, with or without cause.

### **C. Removal and Replacement of Unqualified Security Guards**

1. Any Guard that does not meet any of the qualifications detailed in this section is unfit to provide services under a Department Contract Release. The City considers any condition which renders the Guard incapable or unfit for performing their duties is unacceptable. These include, but are not limited to: sleeping on duty, tardiness, abandoning post or assignment, theft, being under the influence of illegal drugs or alcohol, or having any detectible amount of illegal drugs in the bloodstream. The burden of proving that a Guard is qualified and in compliance with a Department Contract Release shall rest on the contractor and the ultimate decision shall belong to the City.
2. Any Guard that fails to perform the duties detailed in a Department Contract Release or meet the qualifications detailed in this Master Agreement will be considered unqualified and Contractor shall dismiss the Guard from work under a Department Contract Release.

3. Should any employee be found unqualified for the position to which he/she is assigned, he/she will be removed and replaced immediately by the Contractor at no additional cost to the City.

## **VII. Employee Records**

### **A. Availability**

1. Contractor shall keep and provide the City with access to accurate and updated records pertaining to personnel, including but not limited to hiring, onboarding, training, testing, timesheets, payroll, and termination.
2. At all times, Contractor shall store records and payroll records of employees' time for which the City is charged: (a) electronically and made available upon request; or (b) maintain records and payroll records for employees' time for which the City is charged within 100 miles of San Francisco.

### **B. Retention Period**

All records will be made available for audit and re-audit for the entire term of the Master Agreement and for two years after the period of the Master Agreement.

## **VIII. Guard Shifts**

### **A. Schedule**

Contractor and the Department's Liaison Officer shall develop a shift schedule based on the Department's staffing need. During the term of the Services, the City reserves the right to modify the parameters of staffing as needed.

### **B. Change in Shifts**

Provided the City gives a written one (1) week notice of changes to the regular shifts detailed below, the City shall have the right to revise at any time without any penalty or additional cost to the City. Changes can include:

1. the hours per shift;
2. the number of Guards per shift;
3. the number of shifts per day; and
4. the reassignment of security forces. Guards shall be reassigned within five calendar days of the City's request.

### **C. Rest and Meal Break Schedule**

Contractor shall provide all legally required rest and meal breaks to their security guards and it shall be done in a manner that does not compromise security operations and coverage requirements for this site.

## **IX. Electronic Watchclock Guard Tour Reporting System**

- A. If requested by a City Department for a location/event, all guard tours shall utilize an electronic watchclock guard tour reporting system. The Contractor shall provide, install and maintain their electronic reporting system at the Contractor's sole cost and expense. Lost cards/wands/probes/memory buttons are the responsibility of the Contractor to replace. System components are the property of the Contractor and shall be installed at the start of the contract term and removed by the Contractor upon termination or expiration of the contract term.
- B. The electronic watchclock guard tour reporting system shall include two (2) portable electronic collection devices and approximately twenty (20) data transfer devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons. The location strips/buttons will be placed at locations to be designated by the City Department. The City Department reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3 months) in order to avoid a routine that will be noticed by perpetrators.
- C. The relocation of the devices will be designated by the Department's Liaison Officer.
- D. The City Department shall be able to view data collected by the electronic watchclock guard tour reporting system at any time, 24 hours a day. The Contractor shall deliver a copy of the previous day's watchclock guard tour report to the City Department at the start of every weekday/non-holiday work day. All watchclock guard reports may be emailed or electronically transferred to a compatible City computer.

**X. Performance Metrics**

Contractor shall guarantee that its employees meet all performance requirements under this Master Agreement, which includes all City Departments Purchase Orders, to the highest level of service. Failure to perform according to the Master Agreement and a Department Contract Release's requirements, will result in a negative performance point and the application of a monetary credit in favor of the City each time a negative performance point threshold is exceeded.

**A. Documentation**

Negative performance points will result from feedback and observations provided by City employees, in writing. Documentation will consist of a brief description of the performance failure incident, date, and approximate time of occurrence. City shall send a notification letter to Contractor notifying them when a threshold has been exceeded and when the credit will be applied.

**B. Performance Thresholds and Credits to City**

The below performance thresholds will be strictly enforced by the City. Once a performance threshold is exceeded, the City will be entitled to a monetary credit, in the amounts shown below, from Contractor. The City shall deduct an amount equal to the credit amount from any payment due or to become due to the Contractor under this Master Agreement or any other agreement between the Parties.

<b>Performance Failure</b>	<b>Allowable Negative Performance Points Threshold</b>	<b>Credit to City When a Threshold is Exceeded</b>
Failure to provide required levels of personnel and hours of coverage for a shift as set forth in a Purchase Order.	1 per Purchase Order	\$100
Failure to reassign, remove or replace a guard within 5 calendar days of a request by the City.	1 per Purchase Order	\$50 per day that guard remains on same shift following the allowed time period
Failure to report to duty with all uniform elements required.	1 per Purchase Order	\$25
Failure of a Guard to ensure coverage requirements are met for assigned site and duration. This includes tardiness (late for shift by more than 15 minutes), early departure before end of shift (departs before end of shift, by more than 5 minutes), and extended rest and meal breaks.	1 per Purchase Order	\$50
Failure to provide services as instructed by Facility Manager or his/her designee.	1 per Purchase Order	\$50
Failure of a Guard to respond to a situation while on duty.	1 per Purchase Order	\$50
Failure of a Guard to appropriately respond to a situation while on duty.	1 per Purchase Order	\$50
Inappropriate language used while on duty.	1 per Purchase Order	\$50

<p>Failure to adhere to professional and organizational codes of conduct. Prohibited behavior includes, but is not limited to, insubordination, violence, threats, involvement in a security breach, improper access private information, use of Facility resources for personal use, participation in the commission of a crime.</p>	<p>1 Per Purchase Order</p>	<p>\$300</p>
<p>Failure to submit an Incident Report or Daily Report within the time stated in the Master Agreement.</p>	<p>1 per Purchase Order</p>	<p>\$100 per day, following the allowed time period</p>
<p>Failure to provide proof of drug and alcohol testing, criminal background check, and/or training to City within the timeline request by the City.</p>	<p>3 per Purchase Order</p>	<p>\$100 per day, following the allowed time period</p>
<p>Failure to address Guard performance deficiencies.</p>	<p>1 per Purchase Order</p>	<p>\$100 per day, following the allowed time period</p>



**Appendix B-1**  
**Calculation of Charges Effective October 16, 2023**

**I.** Contractor’s Contract Rate shall be provided on an individual order basis in accordance with Section 7.A of Appendix C (Ordering by City Departments).

**II.** Contractor’s Contract Rate will be the required Prevailing Wage rate for each guard pursuant to Labor and Employment Code Article 102.11 plus the Percent Markup designated below.

$$Prevailing\ Wage\ Rate + Fringe\ Benefits + Contractor's\ Percent\ Mark\ Up = Contract\ Rate$$

Contractor shall identify on each invoice to City:

- 1) The total hourly rate paid by Contractor to each Security Guard, which rate shall be inclusive of the Prevailing Wage Rate + Fringe Benefit; and
- 2) Contractor’s markup over the total hourly rate paid by Contractor to each Security Guard

**III.** The City’s Prevailing Wage rates can be found at the Office of Labor Standards Enforcement’s website <https://sf.gov/information/understanding-prevailing-wage-non-construction-workers>.

**IV.** The City’s Prevailing Wage rates are subject to change in accordance with Labor and Employment Code Article 102.11.

**V.** The Contractor’s Percent Markup above Prevailing Wage are as follows.

Description	Unit of Measure	Percentage Mark-Up over Prevailing Wage Rate	Comments
Armed Security Guard- Weekdays	Each	31%	Original Agreement
Armed Security Guard- Weekends	Each	31%	Original Agreement
Armed Security Guard- Holidays	Each	31%	Original Agreement
Unarmed Security Guard -Weekdays	Each	26%	Original Agreement
Unarmed Security Guard -Weekends	Each	26%	Original Agreement
Unarmed Security Guard -Holidays	Each	26%	Original Agreement
Supervisor Guard- Weekdays	Each	26%	Original Agreement
Supervisor Guard- Weekends	Each	26%	Original Agreement
Supervisor Guard- Holidays	Each	26%	Original Agreement
Roving - Armed Security Guard- Weekdays	Each	54%	Amendment 1
Roving - Armed Security Guard- Weekends	Each	54%	Amendment 1
Roving - Armed Security Guard- Holidays	Each	54%	Amendment 1
Roving - Unarmed Security Guard -Weekdays	Each	49%	Amendment 1
Roving - Unarmed Security Guard -Weekends	Each	49%	Amendment 1
Roving - Unarmed Security Guard -Holidays	Each	49%	Amendment 1

Roving - Supervisor Guard- Weekdays	Each	49%	Amendment 1
Roving - Supervisor Guard- Weekends	Each	49%	Amendment 1
Roving - Supervisor Guard- Holidays	Each	49%	Amendment 1