

Attachment XX

Response to Prop J Supplemental Questionnaire – Question 3

The following Contractor Responsibilities outline the oversight and reporting requirements for the services covered by this contract. This includes contractor reporting responsibilities and oversight carried out by the SFPUC Director of Security.

Contractor Responsibilities

- A. Contractor agrees that the services to be performed herein, including the locations and areas for which services, the hours for which 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 Director of Security or his/her designated representative. Contractor agrees that the scheduled work hours and days of security services may be changed at any time, without any penalty to the City, provided the City give a one (1) week notice of intentions.
- B. All Security Guards will be employees of the Contractor. As an independent contractor, the hiring, training, uniforming, equipping, supervising, parking fees, directing and discharging of the Security Guards shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall be the responsibility of the Contractor.
- C. The Director of Security or his/her designated representative may request Contractor to remove any Security Guard from its premises at any time it desires and for any reason whatsoever, and Contractor shall immediately replace the individual with a Security Guard acceptable to the City.
- D. The Contractor will provide and supervise personnel who are qualified and uniformed as required herein for all shifts as directed by the Director of Security or his/her designated representative. Contractor will provide Security Guards for assignment to duties and locations as described in the Special Conditions or at such places and times as the Director of Security or his/her designated representative shall hereafter, at his/her sole discretion, decide require the provision of Security Guards.
- E. Contractor's personnel will perform duties at all locations as instructed by the Director of Security or his/her designated representative. Contractor's supervisory personnel shall instruct Security Guards as to their daily duties. Such duties shall not be in conflict with those of the Director of Security. The Contractor must provide the assignment of duties and location one week prior to commencement for approval by the Director of Security or his/her designated representative.
- F. Security Guards are to be uniformed unarmed as required herein.

- G. Prior to assignment of Contractor's employees to this contract, Contractor shall provide proof of adequate training of his/her Security Guards as required herein. Furthermore Contractor shall provide an affidavit of training signed by the Contractor and his/her employee, for each employee, certifying that each type of training required herein has been completed. Falsified affidavits shall be grounds for immediate removal and replacement of Contractor's employee. Contractor is responsible for verifying the truth and accuracy of each affidavit. Contractor agrees that failure to do so deliberately or negligently is a default of the contract and grounds for termination thereof.
- H. Contractor shall provide security personnel with a pager/cell phone for use while performing security services at 525 Golden Gate Ave.
- I. Security Guards shall have the ability to speak, read, understand and properly use documents written in English.
- J. Contractor will supervise all guards during all shifts and determine that they are patrolling areas as assigned. Contractor will require and determine that all guards adhere to rules provided in writing by SFPUC Emergency Planning and Security to the Contractor.
- K. Time Records
1. Time cards shall be signed by employees at each check in and check out.
 2. All time records and payroll records for employees' time for which the City is charged will be maintained within 100 miles of San Francisco.
 3. All such records will be made available for audit and re audit for the entire term of the contract and for two years after the period of the contract.
 4. Time cards will be signed at the end of each shift by employee's supervisor certifying the accuracy thereof.
 5. Time cards will be maintained at the employee's worksite until the end of each December.
 6. The Contractor shall guarantee that the workmanship required for the performance of this contract shall be in accordance with the highest level of service.
- L. Contractor's Employees
1. Each and every employee provided under this contract shall have the minimum qualifications required for the position (licensing required). The Director of Security or his/her designated representative may require proof of such qualifications at any time from either the employee or the Contractor. 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.

2. Contractor's employees must be physically able, skilled at, and willing to physically restrain and detain violent persons.

M. Minimum Age. All Security Guards must be a minimum of twenty five (25) years of age. This requirement may be waived for veterans of military service with the written approval of the Director of Security or his/her designated representative.

N. Training. Prior to the commencement of the contract, proof of training as required below, in addition to the training required by the State of California, Business and Professions Code Private Security Services, State of California Department of Consumer Affairs, Bureau of Security and Investigative Services must be provided by the Contractor for each employee. NOTE: ALL REQUIRED TRAINING MUST BE COMPLETED NO LATER THAN (30) DAYS AFTER RECEIVING NOTICE OF CONTRACT AWARD OR ASSIGNMENT OF EMPLOYEE TO THIS CONTRACT. The Contractor must provide the Director of Security or his/her designated representative with a copy of its lesson plan, dates, times, and location of each block of instruction. Resume for each instructor of the above must be submitted seven days prior to the commencement of training. The training program may be waived if the Contractor can provide sufficient documentation that employees are similarly qualified to support their request. The City's consent shall be by written approval of the Director of Security or his/her designated representative. At the commencement of the contract and quarterly thereafter, or when a significant change in personnel occurs, security guards will be trained in an overview of the Building policies. The City reserves the right to test security guards' knowledge of standard procedures.

The training shall include, but not be limited to:

- Legal Basis for Security Officers
- Rights of Security Officers
- Criminal Law
- Arrest and Control Techniques
- Patrol Procedures (Revenues and Facility)
- Report Writing
- Fire Protection and Prevention
- Communication Procedures
- Loss Prevention
- Ethics
- Use of Baton*
- Chemical Agents (Mace)*
- Public Relations
- Crime Scene Control
- Civil and Human Rights Sensitivity Training

* NOTE: THESE ITEMS MUST BE APPROVED FOR USE BY THE DIRECTOR OF SECURITY OR HIS/HER DESIGNEE.

- O. Professional Standards of Conduct. Contractor shall provide a description of organizational standards of conduct for employees and shall ensure that employees adhere to them (including, but not limited to, policies regarding dress, attention to duty, personal visits and prohibited use of Public Utilities Commission Property telephones for personal use while on duty).
- P. Cultural Competence. Contractor must demonstrate cultural competence and sensitivity in serving diverse communities of various ethnic backgrounds.
- Q. Drug and Alcohol Testing
1. Contractor will conduct and track results of pre-employment drug tests for all guards assigned to this contract. In addition, the Contractor will conduct random breathalyzer alcohol testing of employees on the job. Contractor shall re-test employees at the request of the Public Utilities Commission. All tests and re-tests shall be done at no additional charge to the City and County of San Francisco, and the Public Utilities Commission, for the duration of this Contract. A positive test shall result in immediate removal of the guard from duty by Contractor.
 2. 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, and produce any documentation necessary to establish its compliance with Parts 40 and 655.
 3. Testing Program: The Contractor further agrees within thirty (30) days after the Effective date a copy of Contractor's policy statement developed to implement its drug and alcohol testing program, and 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 the Public Utilities Commission shall be cause for withholding payments to Contractor until the requirements of this section are met.
 4. Personnel to be Tested: 100% of all unarmed Guards assigned to the Public Utilities Commission at 525 Golden Gate Avenue shall be screened on an annual basis. Contractor must provide written proof of testing of each unarmed Guard prior to that Guard providing any Services under this Contract.
 5. Records of Testing: The Public Utilities Commission shall have the right to inspect or copy any records associated with drug or alcohol testing conducted pursuant to the extent allowed by law, including pass/fail results of all individual tests, within one (1) business day of written request.
- R. List of Proposed Personnel. The Contractor, prior to starting any work, must furnish Director of Security or his/her designated representative with a complete list of all

personnel assigned, their assignment and a copy of the application for employment. A Criminal Records, DMV, military, education and prior employment check will be made prior to the assignment of personnel. A Criminal Reports check will additionally be made on personnel every six months at the Contractor expense.

Persons with the following will not be acceptable as Security Guards for this contract:

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

S. Unqualified Employees. The City shall not pay for any service provided by Contractor's employees who do not meet the training qualifications specified herein. The granting of any payment by the City, or the receipt thereof by the Contractor, shall not constitute acceptance of services for which payment is made. In the event that the City discovers, at any time, that it has already paid the Contractor for services provided by an unqualified employee of the Contractor, the Contractor shall immediately refund to the City any such payment. The City 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.

T. Uniforms

1. All personnel assigned to this contract, including the coordinator and supervisors, will be uniformed.
2. All personnel shall wear the same uniform and be required to wear a numbered badge and name tag.
3. Security guards shall be provided with a key holder, a radio holder and a handcuff case.
4. The uniform that the Contractor utilizes must be a police/military style uniform in the following colors or a combination thereof:

Dark Blue
Dark Grey
Forest Green
Tan

If a combination of the above colors is utilized, they must be color coordinated.

5. Uniform shoes/boots will be black in color and plain toe.
6. Uniform headgear may be required.
7. Uniform (Snap-On) tie will be required.

8. Flashlight is required.
9. Any changes in the uniform style or color will be at no additional cost to the City.
10. Security Guards shall maintain a neat, orderly and presentable appearance at all times.

All uniforms must be approved by the Director of Security or his/her designated representative prior to the final award of contract.

U. 24 Hour Emergency Response

1. Contractor also agrees to provide twenty four (24) hour emergency response services. That is, when an alarm company notifies the Contractor of an alarm and/or unauthorized break in the systems, the Contractor agrees to dispatch a radio equipped security officer to investigate and if necessary notify the Director of Security and/or San Francisco Police Department. Contractor shall respond and report that he is on the scene no more than ten minutes after notification by the alarm company.
2. Additional personnel required for emergency response shall be paid at the hourly rate agreed upon in this contract.

V. Reassignment of the Security Force

1. From time to time, and as circumstances require, the security force may be reassigned without further cost to the City by written direction of the Purchaser or the Director of Security.
2. If additional personnel are required, the additional cost to the City will be based upon the hourly wages as provided on the Bid Sheet.
3. If circumstances require the elimination of certain services, the price to the City will be adjusted downward, based upon the hourly wages as provided on the Bid Sheet.

W. Reports

1. Contractor and his/her employees shall be required to provide reports, written in English. Guards shall provide daily reports, whether or not there is a reportable incident. The format used by the Contractor for all reports must be approved by the Director of Security or his/her designated representative. Any changes will be made at no cost to the City. Incident reports shall be filed by the end of shifts, during which said incidents occur, by each and every guard involved.
2. Incident reports are required in any of the following circumstances, including but not limited to:

- a. Guard is required to make any physical contact with a member or members of the public, City staff or other guards.
 - b. Guard is required to intervene between any two or more persons including other guards.
 - c. Guard witnesses any crime or suspected crime, including assault.
 - d. 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.
 - e. Guard is required to give direction or order to tenant or public and they protest or express their unwillingness to comply.
 - f. Guard discovers any unlocked doors or any activated alarms, false or otherwise.
 - g. Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
3. All written reports are to be submitted by the beginning of the next ordinary working day to:

City and County of San Francisco
Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
Attn. Lt. Kurt Bruneman

Contractor supervisor will notify the Director of Security verbally and immediately whenever incidents occur. No payment will be due until all outstanding reports for the month have been satisfactorily submitted to the Department.

X. Liaison Officer

1. The Contractor shall assign a member of their management staff as Liaison Officer to the Public Utilities Commission at no additional cost to the City. No overtime will be paid for overtime for Liaison Officer.
2. The Liaison Officer will be on call twenty-four (24) hours per day, seven days per week and shall have the authority to hire, fire, replace, or reassign Contractor's employees without prior approval of higher authority.
3. The Liaison Officer must first be approved by the Director of Security or his/her designee prior to assignment.

Y. Contractor shall be responsible for the handling of all City and County of San Francisco furnished documents and materials in a safe manner including loss or damage incurred during transport, handling or delivery.

Reports by Contractor

Thirty (30) days before the expiration date of the Security Contract, the Contractor must furnish a report of the total services during the first three months of the contract. The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this Contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract.