

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 2

Security Guard Service (Unarmed) for 30 Van Ness

Black Bear Security Services, Inc.
 ATTN: Moura Borisova
 2016 Oakdale Avenue
 San Francisco, CA 94124
 E-mail: MsMoura@BlackBearSecurity.com

Date: 08-08-14
 Buyer Name: Deirdre Darley
 Term contract: 86072
 City Blanket No. BPSF00004002
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	07-01-13	06-30-16	\$ 1,000,000	
1	No Change	No Change	No Change	Add Items 3 and 4/Scope of Work for 4 th and 5 th Floor
2	No Change	No Change	No Change	Rate Increase (MCO); Replace Condition 53

This modification 2 changes the contract as follows:

- It increases the hourly rates by 1.85% due to an increase in the Minimum Compensation Ordinance (MCO). See Attachment A.
- General Condition 53 "Earned Income Credit (EIC) Forms" is hereby deleted in its entirety and replaced by "Consideration of Criminal History in Hiring and Employment Decisions." See Attachment A.

All other terms and conditions remain the same.



Approved by the City:

Jaci Fong
 Jaci Fong, Director of OCA and Purchaser

9/11/14
 Date

Approved by Contractor:

Moura Borisova
 Signature

9/12/14
 Date

Name and title

Moura Borisova, President and CEO

Effective July 1, 2014 hourly rates for Items 1 through 4 are increased as follows:

Item No.	Description	Old Rate Per Man Hour	New Rate Per Man Hour
1.	Unarmed Guard per shift, normal service, Straight Time Rate Straight Time to include: 24-hour basis, 7 days per week, Holidays included	\$18.21	\$18.55
2.	Hourly rate for extra guard(s) if required by department		
	<i>1st Shift</i>	\$28.25	\$28.77
	<i>2nd Shift-Swing</i>	\$28.25	\$28.77
	<i>3rd Shift – Graveyard</i>	\$28.25	\$28.77
	<i>Weekend/Holiday</i>	\$32.50	\$33.10
3.	Unarmed Guard per shift, normal service, Straight Time Rate Straight Time to include the hours from 6:30 am to 6:30 pm, Monday through Friday, Holidays excluded	\$20.56	\$20.94
4.	Hourly rate for extra guard(s) if required by department	\$20.56	\$20.94

General Condition 53 is hereby deleted in its entirety and replaced with the following:

53. Consideration Of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

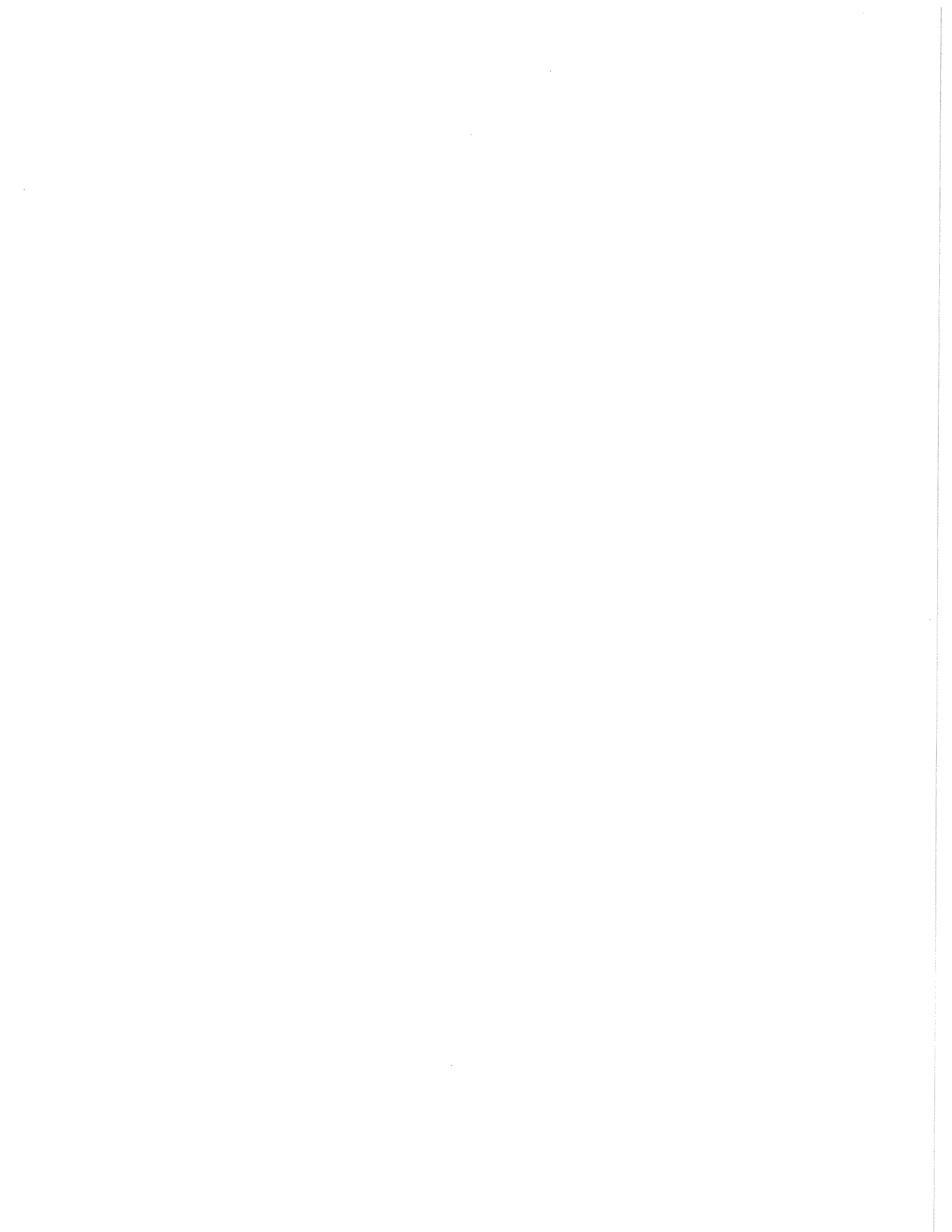
D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 53(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.



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 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 1

Security Guard Service (Unarmed) for 30 Van Ness

Black Bear Security Services, Inc.
 ATTN: Moura Borisova
 2016 Oakdale Avenue
 San Francisco, CA 94124
 E-mail: MsMoura@BlackBearSecurity.com

Date: 07-22-13
 Buyer Name: Deirdre Darley
 Term contract: 86072
 City Blanket No. BPSF00004002
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	07-01-13	06-30-16	\$ 1,000,000	
1	No Change	No Change	No Change	Add Items 3 and 4/Scope of Work for 4 th and 5 th Floor

This modification 1 changes the contract as follows:


In accordance with Special Condition 80 "Additional Services", the following items have been added:

- Items 3 and 4 have been added. See Attachment A.
- Scope of Services/Contact & Billing Address for 4th and 5th Floor only. See Attachment B.

All other terms and conditions remain the same.



Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

7/22/2013
 Date

Approved by Contractor:


 Signature

7/23/2013
 Date

Name and title

MOURA BORISOVA

Security Guard Service (Unarmed), 30 Van Ness Avenue, 4th Floor [As Needed Services] and the 5th Floor.

Item 3

Total charges for all services specified in the Scope of Work (Attachment B)

- (1) Unarmed Guard per shift, normal service, **\$20.56 per hour**
Straight Time Rate
Straight time to include the hours from 6:30 a.m. to 6:30 p.m.,
Monday through Friday [Holidays excluded]

Item 4

Hourly rate for extra guard(s) if required by department **\$20.56 per hour**

SCOPE OF WORK

30 VAN NESS, 4th and 5th FLOOR

Contractor shall provide unarmed security guard services at 30 Van Ness 4th Floor [As Needed] and 5th Floor as specified herein.

A. Shift Schedule

1. Contractor shall provide unarmed security guard services as specified herein at 5th floor of 30 Van Ness, San Francisco for the normal daily hours of 6:30 a.m. to 6:30 p.m., Monday through Friday per L21/City agreement flex-time's policy. No security guard will be required to work Saturday, Sunday or legal holidays during which the office is closed, unless otherwise requested in writing by the Finance and Administration Manager or his/her designated representative.
 - (a) 15 minute break (per State law) to be taken from 9:00 a.m. – 9:15 a.m. (between 6:30 a.m. and 10:30 a.m.)
 - (b) 30 minute lunch break to be taken between 12:30 p.m. and 1:00 p.m.
 - (c) 15 minute break (per State law) to be taken between from 3:30 p.m. – 3:45 p.m. (between 2:00 p.m. and 6:00 p.m.)
 - (d) Contractor/guards are to coordinate breaks and meal breaks among their own staff so that one guard is on duty at all times between the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday.
 - (e) Guards shall log arrival time at beginning of shifts, rounds, breaks and lunch as well as departure time at the end shift of the day.
2. Extra guard(s) services required beyond the normal daily shift will be considered for emergency services on an as-needed basis.
3. The security guard shall be stationed in the main lobby on the 5th floor in view of the elevators. The guard will become familiar with the building tenants (City employees working on the 5th floor as well as from offices of other City departments.) The guard will allow in to building only tenants and their invitees. Visitors will be required to register in Visitors Logbook maintained by the guard and must comply with Visitor's Pass requirements. The guard shall notify the appropriate office of visitors.

4. The guard shall arrive at 6:30 a.m. to provide access for IDC employees on the 5th floor. Conduct a quick floor tour to ensure that no unusual and suspicious conditions or activities on the floor to ensure employees' safety.

5. At 6:00 p.m. the guard shall lock the main entrance doors and announce through the PA systems to all tenants on the 5th floor of the office closure. The guard shall also alert any City employees who are working after 6:30 p.m. to notify the security guard at the front desk and to enter their names in the After Hours Sign-In Log Book. At 6:15 p.m., the guard shall conduct a floor tour of the office to ensure that all entrance doors are locked and no one stays in the office after 6:30 p.m., except those employees who have entered their names in the After Hours Sign-In Log Book. At 6:30 p.m., the guard shall lock the main entrance doors and leave the floor.

Security Guards shall control the lobby and perform the following duties:

B. Guard the property against:

1. Fire, theft, damage, trespass, illegal entry, vandalism and possible fire hazard
2. Unauthorized persons in restricted areas
3. Careless or suspicious activity
4. Equipment carelessly misplaced or improperly stored

C. Guards will provide the following services:

1. Update and maintain a daily log (name register) for each shift in accordance with all building policies (sign-in and sign-out). City will provide a general information counter for tenants and visitors
2. Monitor all incoming and outgoing traffic
3. Control elevators and delivery/freight arrivals
4. Monitor security needs of individual clients/tenants, as needed
5. Perform perimeter tours to ascertain that all access doors are secured. Complete round every two (2) hours on the front walkway and entry corridor. Contractor shall provide security personnel with a two-way radio or cell phone while performing services at 5th floor 30 Van Ness
6. Monitor complaint logbook

7. Report any unusual incidents or hazardous conditions to the Manager of Finance and Administration or his/her designated employees.
8. Receive and disseminate phone calls on minor service needs (e.g. HVAC, plumbing, janitorial, electrical, moving, etc.)
9. All additional duties which the Manager of Finance and Administration and the Contractor may agree upon from time to time

D. Guards will at all times be familiar with applicable procedures covering the following:

1. Emergency telephone numbers
2. Emergency client telephone numbers
3. City tenant telephone numbers
4. Emergency fire or fire alarm procedures
5. Medical emergencies
6. Bomb threats
7. Earthquakes
8. Emergency intrusion alarm procedures
9. Computer operation, monitoring and control
10. Floor plan (stairwells and emergency exit doors)
11. Elevator emergencies/malfunctions
12. Deliveries
13. Access control
14. Equipment removal policy and procedures

Employees taking equipment such as computer hardware (e.g. laptops, monitors, CPUs, large calculators or typewriters) from the building must show DPW identification of the individual which matches a name on the Infrastructure, Design and Construction Division employee list. The person's name and description of equipment taken shall be logged by the security guard.
15. Maintenance problems requests
16. Key control (list of keys and visitors' passes, if any)

17. Building patrol procedures
 18. Life/safety system and safety manuals
 19. Operation of parking areas, including operation of parking garage doors, if any
- E. City reserves the right to require Contractor to remove any security guard from the 5th floor of 30 Van Ness office and immediately replace the individual with a security guard acceptable to the City.

F. HOLIDAY SCHEDULE

The City currently observes the following holidays during each calendar year. Contractor will not be required to work on these holidays unless otherwise requested in writing by the Manager of Finance and Administration or his/her representative.

- New Years Day
- Dr. Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

- G. All written daily reports are to be submitted and kept at the security desk by the beginning of the next working day to be available for review by the Manager of Finance and Administration:

City and County of San Francisco
Department of Public Works, IDC
30 Van Ness Avenue, 5th Floor
San Francisco, CA 94102
ATTN: Dorothy Li, Manager of Finance and Administration

- H. Contact and Billing Address (for 5th Floor only)

City and County of San Francisco
Department of Public Works, IDC
1680 Mission Street
San Francisco, CA 94103
ATTN: Dorothy Li, 415-554-8217

All invoices for the 5th Floor should be sent to the above address and contact for approval/processing.

