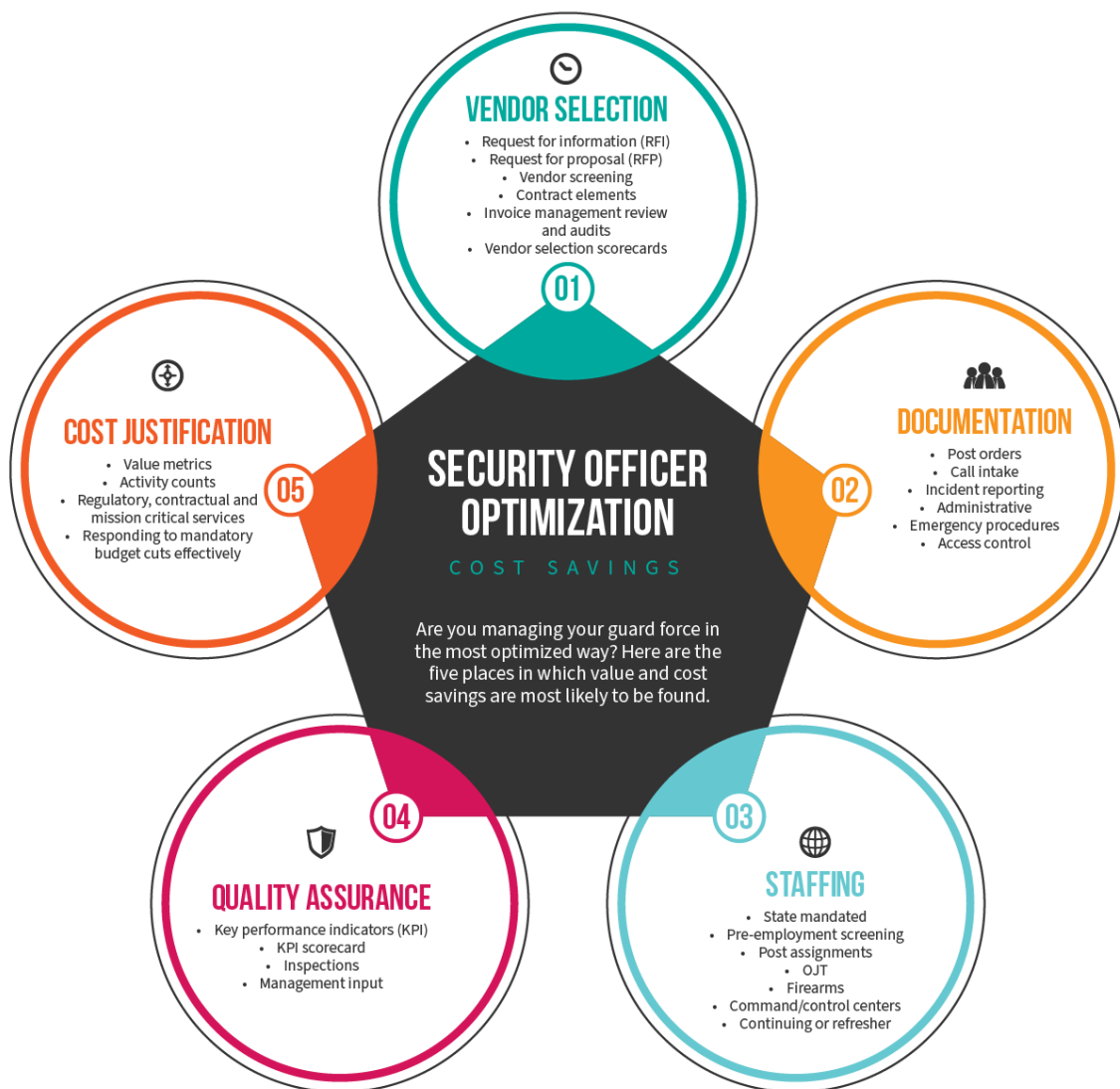


Abbreviated Sample Service Agreement for Security Guard Services

Thank you for downloading the Security Executive Council's abbreviated sample Service Agreement for Security Guard Services. Your content begins below.

The Security Executive Council has years of experience helping companies with all five of the phases of security force optimization pictured here. We offer documentation review, program and services review, risk/organizational alignment, vendor selection assistance, contract and regulatory review, and more. We can help security programs save their companies money while obtaining better and more reliable protection from their outsourced guard forces.

[Contact us for a free one-hour discussion.](#)



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TOC of Complete Service Agreement and Statement of Work

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1.1 CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 1.1.1 Owner hereby engages Contractor to perform, as an independent Contractor, the Services set forth below.
- 1.1.2 Contractor shall perform the Services in a professional and workmanlike manner consistent with industry standards.
- 1.1.3 Contractor shall use its best efforts to perform the Services in accordance with the provisions of this Agreement. In carrying out the Services, the Contractor shall at all times exercise the care, skill and diligence exercised by prudent and experienced contractors performing these Services.

1.2 BASIC SERVICES

Contractor's Basic Services consist of the Services set forth below and those Services stated in Exhibit A "Basic Services" attached hereto and incorporated herein.

- 1.2.1 Contractor shall furnish at Contractor's sole expense all labor, supervision and uniforms necessary to perform the Services.
- 1.2.2 Contractor shall submit a schedule of its proposed staff, if any, assigned to the Premises to perform the Services and respective work assignments for each member thereof. Unless otherwise requested by the Owner, the number of members of the Contractor's staff shall not fall below the number submitted, nor shall any of the respective work assignments submitted be neglected. All work shall be performed in a first-class condition/manner.
- 1.2.3 Contractor shall designate a supervisory representative authorized to act for Contractor in all matters pertaining to the Premises. Such supervisory representative will visit the Premises frequently to be certain that all work is progressing satisfactorily. Such supervisory representative will also consult with Owner's representative from time to time as required to effectuate first class Service.
- 1.2.4 Contractor agrees that its personnel shall work in labor harmony with other workers on the Premises. If necessary, Contractor's personnel (other than supervisory personnel) assigned to the Premises under this Agreement shall be members in good standing of the applicable local unions.
- 1.2.5 Contractor shall interface with Labor Union activities as required to provide the Services and shall use its best efforts to settle and resolve all controversies and disputes that arise upon such terms and conditions deemed to be in Owner's best interests.
- 1.2.6 Contractor shall report immediately to Owner's representative any and all irregularities of any nature pertaining to the Premises.
- 1.2.7 Contractor shall perform the Services and fulfill its obligations under this Agreement in such a manner as to preserve good relations with Owner, and its tenants (if any) and will discharge or transfer from the Premises any employee who causes a breach of the peace or other disturbance of said relations, unless otherwise prohibited by law; provided however, that if such employee of Contractor (or its subcontractor) is a union member, and the effectuating of such discharge or transfer is limited by the contract between the Contractor(or its subcontractor) and said employee's union, Contractor agrees to use all reasonable efforts within the limits of such union contract to effectuate such discharge or transfer.
- 1.2.8 If/when any guard is deemed unacceptable by Owner (by an officer of the Corporate Security & Safety Department), the Contractor will be required to immediately transfer and replace such guard. A guard deemed unacceptable by Owner shall never be assigned to any Owner facility in the future.

- 1.2.9 If Contractor desires to discharge transfer personnel, Contractor must receive advance approval from Owner.
- 1.2.10 Owner retains the right to approve any/all individuals assigned by Contractor who will provide any of the Services required by this Agreement.
- 1.2.11 Contractor shall not be responsible for impairment or interruption of the Services or any other Services that Contractor may be performing for Owner, which is beyond the reasonable control of the Contractor, including such interruption or impairment as is caused by fire, labor disputes, shortages of labor or materials, regulations or rulings of any governmental agency or court, or any other cause (whether similar or dissimilar to the foregoing); provided, however, that in any of the above described instances, Contractor shall use its best efforts to avoid, correct and mitigate the effect of such impairment or interruption of the Services or any other Services that Contractor may be performing for Owner.
- 1.2.12 Contractor shall promptly advise Owner of all damages to property of Owner or property of others, all injuries incurred by persons including employees of Contractor (or its subcontractors) in any manner relating, either directly or indirectly, to the work to be done or the Services to be performed by Contractor under this Agreement. Contractor shall at all times, adequately protect the property from potential damage caused by delivery of its Services.
- 1.2.13 Contractor shall in the conduct of its operation comply with all applicable federal, state, local and city laws, orders and regulations of any and all governmental authorities, presently in effect or hereinafter enacted.
- 1.2.14 Contractor shall develop and maintain a system for ensuring compliance with all OSHA, Federal, State and Local statutes applicable to the Services being provided under this Agreement.
- 1.2.15 If any government permit or license is required at any time during the term of this Agreement for the proper and lawful conduct of Contractor's business and if the failure to secure such license or permit would, in any way, affect Owner, Contractor, at Contractor's sole expense, shall duly procure and thereafter maintain such license or permit and submit the same to Owner for inspection. Contractor, at Contractor's sole expense, will at all times, comply with the terms and conditions of each such license or permit.
- 1.2.16 Contractor shall ensure that any and all licenses necessary to perform the Services are held by individuals or staff members as required by law. Contractor shall immediately notify Owner in writing of its inability to obtain any such license or permit.
- 1.2.17 Contractor agrees that it will not at any time during the term of this Agreement, either directly or indirectly, use any subcontractors and/or labor and/or materials which would or will create any difficulty with other subcontractors and/or labor engaged by Contractor or Owner in the operation of the Premises or any part thereof.
- 1.2.18 Violation by Contractor of any of the covenants, agreements, terms, provisions and conditions contained in this Agreement will (without limiting the effect of other substantial defaults which may occur under this Agreement) be deemed a substantial default by Contractor under the terms of this Agreement.
- 1.2.19 Contractor shall use storage space when available at the Premises established and designated by Owner and/ or Owner's Landlord or its building manager.
- 1.2.20 If Owner reasonably deems that the Services performed in an area are unacceptable because Services were either not performed satisfactorily, or not performed with the required frequency or within the required time frame, Owner will so inform Contractor in writing. Contractor is to rectify such deficiency to Owner's

satisfaction within one (1) day (unless another mutually acceptable time frame appropriate to the nature of the deficiency and requirements is agreed to by Owner and Contractor) of the notification. Owner shall receive a credit for each day thereafter until Contractor will cause such area or areas to be properly redone to Owner's satisfaction.

- 1.2.21 The Contractor acknowledges that if it fails to achieve the below listed performance levels numbered a-e, Owner will suffer damages. Since these damages will be difficult to calculate, the Contractor agrees that Owner may withhold as liquidated damages, and not as a penalty, from the payments otherwise due the Contractor for the most current monthly period, a sum equal to five percent (5%) of the total monthly invoice for the facility, branch or site involved or; a sum equal to forty (40) hours of the Contractor's billing rate for the level of Service requested for single post coverage, whichever is greater.
- a. leave a regularly scheduled post(s) unstaffed for any period of time
 - b. upon notification from Owner for emergency or special coverage, the post(s) remains vacant for more than two (2) hours
 - c. fails to provide meal relief or any other time benefit as stated above
 - d. Fails to provide supervisory inspections as stated above
 - e. Fails to conduct background criminal checks, due diligence, drug testing or comply with Security Guard State laws, requirements and regulations
- 1.2.22 Contractor shall at a minimum: (i) pay all wages and other benefits properly payable to its employees (and if necessary those of its subcontractors), (ii) maintain proper payroll records, (iii) remit to the proper authorities all required income and social security withholding taxes, unemployment insurance payments, workmen's compensation payments, sales tax (if applicable), and such other amounts with respect to wages and other benefits payable to such employees as may be required under applicable laws, together in each case with all required reports or other filings, (iv) remit to all employees IRS W2 forms and any other statements required by applicable laws, within the time periods required by such laws, (v) obtain, maintain and administer all medical, disability and other insurance benefits and other fringe benefits as may from time to time be required under any union or other agreements or arrangements pertaining to the Contractor's (and its subcontractor's) employees, and (vi) purchase insurance and maintain coverage as required in this Agreement or by local laws.
- 1.2.22.1 Contractor accepts the exclusive liability for the payments provided for in 1.2.21 Contractor shall indemnify and hold harmless Owner on account of any nonpayment or miscalculation of said payments assessed against Owner. Failure to meet the requirements of 1.2.21 shall be cause for immediate termination of this Agreement in accordance with the provisions of Article 9 and shall subject the Contractor's records to audit in accordance with Exhibit "D" for recovery by the Owner of any overpayments on current or past projects executed by Contractor under this Agreement.
- 1.2.22.2 Contractor shall, for each of its non-U.S. Citizens, submit to Owner prior to assigning a new employee to a Premises and monthly for such employees then working at Owner's Premises, a U.S. Government authorization "to work" form ensuring that all Contractor's employees work status is compliant with all U.S. Federal, State and Local laws.
- 1.2.23 Contractor shall use its best efforts to attend to and resolve all complaints of the users and/or tenants of which Contractor shall become aware and notify Owner of complaints and subsequent actions.
- 1.2.24 Contractor shall monitor the performance of all Services provided. Contractor shall develop a system of quality control inspections to ensure that the Services are being performed in a first-class manner and according to all terms of this Agreement. Owner shall have the right to require Contractor on a monthly basis to report that all Service Levels described in this Agreement have been met and in the event the Service Levels are not met as required herein, Owner shall have the right upon notice to Contractor to

terminate this Agreement. Contractor shall submit to Owner by the tenth (10th day of each month during the term of this Agreement, the Reports listed on Exhibit "A" or as such Reports are thereafter amended by Owner.

- 1.2.25 If requested by Owner, Contractor shall develop and maintain a manual for each Premise. At a minimum, this manual may be required to include procedures and telephone numbers for service requests, emergency notification lists, and actions to be taken in the event of fire, flood, other natural disasters and first-aid procedures including location of emergency equipment and such other items as may be directed by Owner.
- 1.2.26 Contractor shall interface as needed with Owner's project management staff and any independent contractors retained by Owner.
- 1.2.27 Contractor shall interface with Owner's security staff ensuring participation as necessary in the security process.
- 1.2.28 Contractor shall furnish any and all business administration and management services that are needed to provide the Basic Services in an expeditious and economical manner consistent with the interests of Owner.
- 1.2.29 Contractor shall schedule and conduct quarterly conferences (or more frequently if necessary) between the Contractor's executives and Owner. These conferences will include a comprehensive inspection of each Premise and a review of the Contractor's performance.