

Request for Proposal (RFP) for Security Guard Services for Public Utilities Department Addendum A

Solicitation Number:	10089563-20-J
Solicitation Issue Date:	August 27, 2019
Mandatory Pre-Bid Conference:	August 29, 2019 @ 8:00 a.m. Metropolitan Operations Center (MOC) II, located at 9192 Topaz Way, San Diego, CA 92123 in Conference Room 1E.
Questions and Comments Due:	September 3, 2019 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	October 16, 2019 @ 2:00 p.m.
Contract Terms:	One (1) year from Effective Date with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Janet Polite, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 jpolite@sandiego.gov (619) 236-7017
Submissions:	Proposer is required to provide five (5) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.
	Completed and signed RFP signature page is required, with most recent

Note: Emailed submissions will not be accepted.

addendum listed as acknowledgement

of all addenda issued.



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Questions and Comments Due:	September 3, 2019 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	September 30, 2019 @ 2:00 p.m.
Contract Terms:	One (1) year from Effective Date with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Janet Polite, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 jpolite@sandiego.gov (619) 236-7017
Submissions:	Proposer is required to provide five (5) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.
	Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.
	Note: Emailed submissions will not

be accepted.

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089563-20-J, Security Guard Services for Public Utilities Department

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089563-20-J, Security Guard Services for Public Utilities Department (Contractor).

RECITALS

On or about 8/27/2019, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the Services.

City wishes to retain Contractor to provide complete Security Guard Services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

- **1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.
- **1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

ARTICLE II DURATION OF CONTRACT

- **2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one-year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.
- **2.2 Effective Date**. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed the amount authorized by the City Council by resolution.

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

ARTICLE V CONTRACT DOCUMENTS

- **5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.
- **5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well–known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.
- **5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:
 - 1st Any properly executed written amendment to the Contract
 - 2nd The Contract
 - 3^{rd} The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
 - 4th Contractor's Pricing
- **5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3 **5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR	CITY OF SAN DIEGO A Municipal Corporation
Securitas Security Services USA, Inc.	BY)
Proposer	The World
1550 Hotel Circle North, Suite 440	
Street Address	Print Name:
San Diego, CA 92108	Dolando Charvel
City	Director, Purchasing & Contracting
619-861-2499	Department C
Telephone No.	7/22/2020
kelly.senados@securitasinc.com	Date Signed
E-Mail	
Signature of Proposer's Authorized Representative Kelly Senados, CPP	
Print Name	Approved as to form this 31 day of
	July , 20 20
Area Vice President	MARA W. ELLIOTT, City Attorney
Title	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
10/10/19	W (Koom
Date	Deputy City Attorney

R- 313134

EXHIBIT A PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

- **1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.
- **1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.
- **1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.
- **1.4.1** Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.
- 1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.
- **1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.
- **2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

- **2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.
- **2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the

Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

- **2.3** The Contractor Standards Pledge of Compliance Form. The City uses the criteria set forth in the Contractor Standards Ordinance to determine whether a Contractor has the capacity to fully perform the contract requirements and business integrity to justify the award of public funds. The City may reject a bid and deem the bidder non-responsible for unsatisfactory business integrity and/or performance history.
- **2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.
 - **2.5** Living Wage Ordinance Certification of Compliance.
 - **2.6** Licenses as required in Exhibit B.
 - **2.7** Reserved.
 - **2.8** Additional Information as required in Exhibit B.
 - **2.9** Reserved.

Tab B - Executive Summary and Responses to Specifications.

- **2.10** A title page.
- **2.11** A table of contents.
- **2.12** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.
 - **2.13** Proposer's response to the RFP.
- **Tab C Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.
- **3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.
- **4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

- **5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.
- **6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.
- **6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.
- **6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.
- **7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.
- **7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.
- 7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.
- **8. Incurred Expenses**. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.
- **9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

(1 – <u>(contract price – lowest price)</u>) x maximum points = points received lowest price

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All

or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

- **3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.
- **4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

- **1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.
- **2. Sustainable Materials.** Consistent with Council Policy 100–14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

- **3.4 Discussions/Negotiations**. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.
- **3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3 **3.6 Evaluation Criteria**. The following elements represent the evaluation criteria that will be considered during the evaluation process:

MAXIMUM

	EVALUATION POINTS
 A. Responsiveness to the RFP. 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects 	10
 B. Qualifications, Experience, and Past Performance Satisfactory past performance where work of similar size and scope was performed as verified through professional references and self-reporting in this RFP. Entity organization chart and resumes of all management and supervisors including of an Account Manager. Knowledge of the latest policies and practices of driving consistent results in the Security Services industry. Demonstrated contributions to or involvement in industry advancement. Number of Contractor's own direct employees and number of subcontractors, franchisees, or other third parties utilized to conduct the work tasks as specified in this RFP. Demonstrated retention of staff and supervisors in previous performance at comparable facilities. 	40
 C. Compatibility of Staffing Plan with City Specifications. Ability and plan to provide reliable and consistent staff and staffing levels to guard the facilities as specified in this RFP. Ability to provide strong management and supervision to provide consistent security guard service results as specified in this RFP. Knowledge and understanding of the scope of work and the capability to effectively meet the City's needs. Detailed methods to accomplish the work, including technical, and management considerations. Tasks and approach are clearly described. 	30
D. Price.	15
 E. Equipment and Materials. 1. Evaluating the proposed patrol vehicle 2. Guard Management/Incident reporting system 3. GPS Tracking software 4. Use of new technology 	5
SUB TOTAL MAXIMUM EVALUATION POINTS:	100

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661_3

MAXIMUM
EVALUATION
POINTS

F.	Participation by Small Local Business Enterprise (SLBE) or Emerging Local
Bu	iness Enterprise (ELBE) Firms*

4	1

112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

- **1. Award of Contract**. The City will inform all proposers of its intent to award a Contract in writing.
- **2. Obtaining Proposal Results**. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.
- **3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.
- **E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.
- **F. REJECTION OF PROPOSALS.** The City may reject any and all bids or proposal when to do so is in the best interests of the City and may re-advertise for bids or proposals.
- **H. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:
- 1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.
- 2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3

- **3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.
 - 4. Bond. A bond as described in Exhibit B.
 - **5.** Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. SPECIFICATIONS

1. BACKGROUND

The City of San Diego (City), Public Utilities Department (PUD) owns and operates over one-hundred water systems (Water System) and wastewater facilities (Wastewater System) throughout San Diego County. Many of the facilities require security guard services twenty-four (24) hours a day, seven (7) days a week. The Water System serves the City and certain surrounding areas, including retail, wholesale and reclaimed water customers. The Water System's service area covers 403 miles, including 342 miles in the City, and has approximately 1.3 million retail customers. The Wastewater System consists of a sewage collection and conveyance system for the City's residents and a treatment and disposal system for the City and 15 other municipalities and districts in the region. The Wastewater System covers approximately 450 square miles with a population of over 2.2 million.

2. DESCRIPTION

The City needs professional security guard services, consisting of roving foot patrols, vehicle patrols, and stationary guards, at its various water and wastewater critical infrastructure sites (see Section 27 - Listing of Public Utilities Department Facilities, for locations). The City estimates it will require a minimum of 215,000 service hours, which is equivalent to one hundred (100) dedicated security guards to guard facilities ranging from a simple eight-hour shift to 24/7, 365 days a year. For reference, a 24/7 staffing of a single post is equivalent to 8,760 hours a year and a forty (40) hour work week equals 2,080 hours in a year.

3. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTION

All proposers are required to attend the mandatory pre-proposal conference on **August 29, 2019** at **8:00 a.m.** Late attendance is not permitted. Any bidder arriving after the start time will be unable to participate in this bidding opportunity. The pre-proposal conference will be held at the following address:

City of San Diego Public Utilities Department Metropolitan Operations Center (MOC) II Conference Room 1E 9192 Topaz Way San Diego, CA 92123

The purpose of the pre-proposal conference is to provide an overview of the RFP requirements, ensure that all participants have a common basis of understanding of the requirements and provide information that may be helpful in preparing proposal.

The pre-proposal conference will include a tour of several locations that represent the types of facilities and environments that security guard services will be required. An itinerary of the locations to be visited will be provided at the pre-proposal conference which will give a time when tour participants will be granted supervised access to the facilities. If any vendor fails to arrive to a location and enter with the group, they will not be granted access to that location. Transportation to and from the pre-proposal conference and site inspection is the sole

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3 responsibility of the proposer. The City will not provide any transportation. All proposers will be required to park in designated "visitor" parking areas and sign in at each location as well as all security check points. Any questions asked during the pre-proposal conference and/or site visits must be submitted via email to jpolite@sandiego.gov or electronically through the eBidding System, no later than the Questions/Comments date specified on the eBidding System in order to receive City's official response

Proposers are responsible for verifying site conditions and size of areas to be serviced. Failure to do so will not relieve the proposers of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site.

Allow four (4) hours for the pre-proposal conference and site inspection.

4. PROPOSER QUALIFICATIONS

The City will consider only those proposals submitted by Proposers who meet all of the requirements of this RFP. Failure to meet the all requirements will disqualify a proposal from further consideration. Proposers must demonstrate successful performance for work of similar size and scope as specified in this contract (i.e. large scale public critical infrastructure sites) during the past five (5) years. Proposers must also demonstrate that they are qualified and properly equipped to perform the work as specified in this RFP. To enable the City to evaluate the responsibility, experience, skill, and business standing of the Proposer, the following documents must be included with the proposal submittal:

- 4.1 Resume of company management and key personnel assigned to this contract. Qualifications such as Certified Protection Professional should be listed. Proposer shall provide a company/corporation organization chart and staffing profile including years of tenure for staff. The individuals assigned to this contract may not be changed without the prior approval of the City. The Account Manager shall have a minimum of five (5) years experience with contracts of similar type, size, and scope.
- 4.2 Satisfactory performance on past City of San Diego contracts. If Proposer has never held a City contract this requirement will be considered a "Pass."
- 4.3 The principal place of business listed on the Private Patrol Operators (PPO) license shall be located in the County of San Diego; alternatively, Proposer shall have a valid branch office certificate for a location within the County of San Diego.
- 4.4 Proposer References (use Contractor Standards Pledge of Compliance form in Forms section).
- 4.5 The Proposer must submit a Staffing Plan that identifies each employee who will be assigned to this contract and includes the following:
 - 4.5.1. Each employee's experience and qualifications
 - 4.5.2. A copy of their current State of California guard card

4.5.3. Proof of seven (7) year background check with no felony arrests or conviction.

The City estimates a minimum of 208,000 hours required for this contract annually. The Proposer must provide proof of sufficient qualified staff to complete all job duties for the requested hours outlined in this RFP. The Staffing Plan should include any Training Certifications, including training associated with operations at Water and Wastewater Treatment plants and associated facilities and a Check List for Security Personnel.

- 4.6 Certification of Guard Personnel Training.
- 4.7 Procedures for minimizing personnel turnover.
- 4.8 Procedures for investigating field incidents and performance issues.
- 4.9 Proposed Security Guard reporting platform.
- 4.10 Copy of form used for Incident Reports and Time Validation.
- 4.11 Proposers shall submit completed Contractor Standards Pledge of Compliance form and Contractors Certification of Pending Actions and Work Force Report together with a proposal.
- 4.12 Proposer shall submit statement of Suitable Available Equipment.
- 4.13 Proposed patrol vehicle to be used for guard category III.
- 4.14 Proposed golf cart to be used at the Chollas Operation Yard.

5. SECURITY GUARD PERSONNEL

The PUD requires six (6) Unit Price Categories of Security Guard personnel. Each of those categories are described below:

Guard Category I – Security guard posted at a single PUD facility (includes stationary posts and roving foot and golf cart patrols) 24 hours/day. A golf cart shall be provided for the Chollas Operations Yard. The contractor will not be reimbursed for mileage or maintenance for the golf cart.

Guard Category II – Alarms security guard posted at the Security Operations Center (SOC) (includes monitoring camera feeds, investigating alarms, and support supervising or lead SOC security guard) 24 hours/day.

Guard Category III – Mobile patrolling security guard with a vehicle provided by the Contractor 24 hours/day. Bidder's monthly rates shall include all costs associated with providing the required vehicles as specified within this RFP.

Guard Category IV – Lead Security Guard posted at the SOC, MON-FRI on the 2^{nd} shift (3pm-11pm) and 3^{rd} shift (11pm-7am) shifts, and every shift on weekends (7am-3pm, 3pm-11pm, and 11pm-7am).

Guard Category V – Supervising Security Guard posted at the SOC, MON-FRI 1st shift (7am – 3pm).

Guard Category VI – Armed Security Guard posted at various PUD facilities on an as needed basis.

6. SECURITY GUARD BASIC QUALIFICATIONS

All Security Guards (Guard Categories I-VI) shall meet the following minimum criteria:

- 6.1 Security Guards shall have guard cards, issued by the State of California. Security Guards must have completed state approved Penal Code (PC) 832 course (forty (40) hour course), or an alternative plan (reviewed and approved by the City) to meet substantially similar training as the PC 832 course. Copies of California guard cards and proof of PC 832 courses, or City approved alternative training, shall be presented to the Contract Administrator at least two (2) working days prior to the Security Guard's inclusion in the work schedule.
- 6.2 Security Guards shall have a minimum of five (5) years of security guard experience of which two (2) years must be in protecting critical infrastructure in sectors other than commercial facilities, or equivalent. The following experience will be considered equivalent:
 - 6.2.1. US Military: 2 years or more in any branch, with an honorable discharge.
 - 6.2.2. Police Officer: 2 or more years with acceptable performance.
 - 6.2.3. Graduate of a Police or Corrections Academy (must be **post certified**), and one (1) year experience protecting critical infrastructure in sectors other than commercial facilities.
 - 6.2.4. Completion of Criminal Justice Degree, Associate or higher, and one (1) year experience protecting critical infrastructure in sectors other than commercial facilities.
 - 6.2.5. Completion of Homeland Security Degree, and one (1) year experience protecting critical infrastructure in sectors other than commercial facilities.
- 6.3 Qualifying critical infrastructure experience must be clearly identified and placed in the security guard's personnel folder.
- 6.4 Security Guards shall possess an acceptable level of agility, stamina, and overall good physical health allowing them to (I) stand for up to eight (8) hours, (II) walk long distances over uneven terrain, dirt or rocky paths, day and night, in all weather conditions, and (III) lift twenty-five (25) lbs.
- 6.5 Security Guards shall be proficient in English, both written and oral, and have basic log and report writing skills.
- 6.6 Security Guards shall be capable of operating and responding to radios, telephones, alarms, and camera equipment using proper terminology.

- 6.7 Security Guards must have an understanding of legal authority, possess fundamental skills for respectful interaction with San Diego Police Department (SDPD) Officers and City personnel, and a general knowledge of fire protection and alarm systems.
- 6.8 Valid CPR certification and certification in Basic Life Support First Aid. Proof of certifications shall be presented to the Contract Administrator at least two (2) working days prior to the security guard's inclusion of work under this contract.
- 6.9 Security Guards shall serve a minimum of six (6) months continuous service under this contract before they are transferred from that assignment to ensure continuity and stability. This applies to initial and subsequent assignments during the contract period. No exceptions without written approval from the Contract Administrator.
- 6.10 All security guards must undergo a thorough background check including criminal history within 30 days before they may begin work under this contract. The background check shall be nationwide in scope. Security guards must not have any felony arrests or convictions within the past seven (7) years. Contractor shall provide proof that security guards have successfully passed the background check. The proof shall be presented to the Contract Administrator at least two (2) working days prior to the security guard's inclusion of work under this contract.
- 6.11 All guards must take a drug test. Contractor shall provide proof that security guards have successfully passed the drug test within 30 days before they may be assigned to work under this contract. The proof shall be presented to the Contract Administrator at least two (2) working days prior to the security guard's inclusion of work under this contract. A minimum of 25 security guards assigned to work on the contract shall be randomly drug tested per year throughout the duration of this contract. The report shall be provided to the Contract Administrator. Security guards who fail a random drug test will be dismissed from the contract.

The City reserves the right to interview any and/or all security guards before they are assigned to work under the contract, and at its discretion to reject security guards determined to not comply with the contract requirements. At its discretion, the City reserves the right to randomly review any and/or all security guard personnel files to ensure the security guard meets the basic qualifications listed in this section of the RFP.

7. SECURITY GUARD BASIC DUTIES (GUARD CATEGORY I)

All Security Guard Categories (I–VI) are subject to and must perform the following duties:

- 7.1 Follow the Standard Operating Procedures (SOP) or Post Orders specific for each site posting.
- 7.2 Be on site at the scheduled post hours. Failure to appear on time without prior approval may result in removal from the post.
- 7.3 Security Guards' primary duty shall be **to observe and immediately report** any activity that the Post Orders have described as illegal, suspicious, and require reporting. If illegal or suspicious activities are observed, the Security Guards shall

- not make physical contact or attempt to subdue the person(s), but rather shall follow industry best practices. The Security Guards shall follow Post Orders and immediately report the person(s) and/or the observed activity the person(s) are engaging in, to the SOC, and/or Police.
- 7.4 Assault/Battery: Quickly respond to assaults and batteries, taking appropriate action and contacting law enforcement for assistance when required.
- 7.5 Hazmat Spills: Within the guard's ability, respond to hazardous material spills found at PUD facilities. Stop the spill (if possible) and contain or prevent the spill from entering into the storm drains. Notify the proper authorities. A spill kit with absorbent material will be available at each facility. Additional guidance will be provided in each facility's SOP or site-specific post orders.
- 7.6 Theft and Vandalism: Quickly respond to and report acts or attempted acts of theft or vandalism and report any theft or vandalism noted during inspections. The security guard assessment will determine whether police are called or the incident is merely recorded in the log. Each facility's SOP or general standing orders shall have more information.
- 7.7 Should any alarms, silent or audible, be set off, Security Guards shall respond by observing the situation and calling SOC or the San Diego Police or Fire Departments as appropriate.
- 7.8 Be on lookout for fire, theft, and utility failures (e.g., plumbing breaks, and smoking or flickering electrical fixtures). Upon finding any utility failure, the Security Guards shall notify the SOC by calling (619) 527–3932.
- 7.9 When controlling access to the facility grounds, face the direction of vehicle entry and stand to greet each vehicle attempting to gain access and approach the driver's side of the vehicle to communicate with the driver.
- 7.10 Prepare daily security reports that account for activities occurring in each facility.
- 7.11 Periodically provide a post report to the SOC during normal business hours and under ordinary circumstances. The SOC's instructions are to be followed at all times.
- 7.12 Call the SOC and/or Lead Guard for assistance with any problems that cannot be resolved immediately.
- 7.13 Develop a rapport to facilitate learning the habits and normal activity of the work site. This will facilitate knowledge of activities and security concerns.
- 7.14 Conduct 100% identification checks at City facilities as directed.
- 7.15 Report to the SOC every hour on the facility's status and/or ongoing or new issues at the facility.
- 7.16 Perform other necessary duties ordered by the City in writing.

8. SECURITY OPERATIONS CENTER (SOC) GUARD (GUARD CATEGORY II) QUALIFICATIONS AND DUTIES

The SOC is the central hub of the Public Utilities Department Security Program. Security Guards (Category II) posted in the SOC are required to monitor a wide variety of security equipment, investigate and document various alarms, and requests for service. The SOC Security Guards shall support the supervising or lead SOC security guard when required.

The SOC Security Guards must meet all basic experience and qualification requirements as stated in section 6, Security Guard Basic Qualification, and have the following additional knowledge, skills, and abilities including but not limited to:

- 8.1 Reviewing and recording video
- 8.2 Manipulating cameras
- 8.3 Maintaining a master log (hardcopy and electronic)
- 8.4 Receiving/making calls for service
- 8.5 Investigate all alarm for appropriate response
- 8.6 Advance skills with using access control and video monitoring systems.

9. MOBILE PATROL SECURITY GUARD (GUARD CATEGORY III) QUALIFICATIONS AND DUTIES

Security Guards (Category III) shall conduct roaming patrols in Contractor-provided vehicles. Mobile Patrol Security Guards shall have valid Class "C" California driver's licenses.

10. LEAD SECURITY GUARD (GUARD CATEGORY IV) QUALIFICATIONS AND DUTIES

The Lead Security Guard (Category IV) will be stationed at the SOC on the 2nd (3pm-11pm) and 3rd (11pm-7am) shifts and the weekends. The Lead security guard will serve in an administrative capacity coordinating all other security personnel. The Lead Security Guards shall be in direct communication with and provide instruction to all other Security Guards posted at Public Utilities Department facilities. The Lead Security Guard must meet all experience and qualification requirements for sections 7 & 9 (Guard Categories I and II) and have the following additional knowledge, skills, and training:

- 10.1 Four (4) years experience protecting critical infrastructure in sectors other than commercial facilities.
- 10.2 Advanced fire detection, suppression, and life safety training.
- 10.3 Proficient in crowd control.
- 10.4 Extensive customer service relations training.
- 10.5 Versed in property theft reduction.

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661_3

- 10.6 Advanced training in emergency procedures.
- 10.7 Advanced understanding of powers of arrest.
- 10.8 Communicating using phones, radios, fax machines, and email.

11. SUPERVISING SECURITY GUARD (GUARD CATEGORY V) OUALIFICATIONS AND DUTIES

The Supervising Security Guard (Category V) will be stationed at the SOC from 7:00 a.m. to 3:00 p.m. PST and will serve in an administrative capacity coordinating all other security personnel. The Supervising Security Guard must meet all experience and qualification requirements for sections 7-10 (Guard Categories I, II, and IV) and have the following additional knowledge, skills, and training:

- 11.1 Three (3) months of experience serving as a security guard in category IV, or one year of experience serving as a security guard in category II, or two (2) years of experience serving as a security in guard categories I or III on this contract.
- 11.2 Interpersonal communication skills with management level personnel.
- 11.3 Ability to fill in for the account manager during short periods of absence.
- 11.4 Analyze developing situation and provide guidance to field security guards.

12. ARMED SECURITY GUARD (GUARD CATEGORY VI) QUALIFICATIONS AND DUTIES

Armed Security Guard (Category VI) will be utilized at various facilities on an as needed basis and will serve as an armed presence facilitating escorts and patrols directed by PUD staff. Armed guards are subject to and must be able to perform the duties of those listed for section 7 (Categories I) and the following:

- 12.1 Armed Security Guards shall have guard cards and firearm permits, issued by the State of California. Copies of California guard cards and firearm permit, or city approved alternative training, shall be presented to the Contract Administrator at least two (2) working days prior to the Security Guard's inclusion in the work schedule.
- 12.2 A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenburg Amendment that states the security guard has not been convicted of any offense related to domestic violence. This form shall be valid for a period of one (1) year and must be re-submitted to the contract administrator concurrent with the guard's annual firearms requalification.
- 12.3 Other less than lethal weapons are permitted to be carried on duty with the firearm if the contractor submits each copy of the security guard's permits and training certification, as appropriate
- 12.4 Conduct armed presence patrols of PUD facilities
- 12.5 Escort terminated or suspended employees off PUD property

- 12.6 Two (2) or more years experience working as an armed security officer
- 12.7 Advance knowledge of the use of force continuum
- 12.8 Advance knowledge of weapons safety
- 12.9 Assault/Battery: Quickly respond to assaults and batteries, taking appropriate action and contacting law enforcement for assistance when required. If warranted, use the least amount of force required to prevent loss of life.

13. ACCOUNT MANAGER

The Contractor shall provide an account manager solely assigned to this contract. The account manager shall make unannounced inspection of guards on post at random times, sufficient to ensure job performance and adherence to personnel standards, but in any case, not less than one (1) time per site per one (1) month period. Unannounced visits shall rotate between the different shifts and will include all post over 1st (7am-3pm), 2nd (3pm-11pm), and 3rd (11pm-7am) shifts equally. Duty guard will note in the reporting system when the account manager arrives and departs. In addition, the account manager shall conduct penetration audits in coordination with the contract administrator's designees and provide their findings to the contract administrator in a report. Account Management hours must be included on documents submitted with invoices and be identified as "non-reimbursable supervision".

The account manager will also meet with the Contract Administrator, or designee, as needed. The account manager will be responsible for notifying Contractor of all issues raised at these meetings and of steps taken to rectify these issues. Notification to the account manager of performance deficiencies serves as sufficient notice to the Contractor of contract non-compliance to initiate corrective action. For major performance deficiencies, City will also provide written notice to Contractor. Any contract deficiencies identified in writing by the Contract Administrator or designee will require a written follow-up from the Contractor identifying the steps taken to rectify the deficiency.

The account manager will serve as a liaison between the City, the security guards posted at Public Utilities facilities, and the Contractor. The account manager's responsibilities shall include but not limited to the staffing, scheduling, training and discipline of the guard staff. The account manager will have a designated work space at the Chollas SOC for daily operation when not in the field conducting supervisory responsibilities or at the contractor's office for internal meetings. The Chollas SOC will be the account manager primary work locations with typical work days beginning and ending at the Chollas SOC.

14. MATERIAL AND EQUIPMENT

Patrol Vehicle – Two vehicles are required for the mobile patrol guards (Guard Category III). The vehicles shall be billed at a monthly rate. The contractor is solely responsible for procuring and operating the vehicles and is responsible for all insurance, cost and coordination associated with the vehicles maintenance and repair. The contractor will not be reimbursed for depreciation, mileage, or maintenance of the vehicles.

Golf Cart – A golf cart is required for the Chollas Operations Yard post. The golf cart shall be billed at a monthly rate. The contractor is solely responsible to procure and operate the cart and is responsible for all insurance, cost, and coordination associated with its maintenance and repair. The contractor will not be reimbursed for depreciation, mileage, or maintenance of the golf cart.

Contractor shall provide Security Guards with the tools of the trade, and at the minimum, the following equipment and supplies:

- 14.1 Company uniforms, including boots, sweaters/jackets and foul weather gear.
 Uniforms must be kept clean and professional-looking at all times—**no exceptions**.
- 14.2 Level III firearm holsters and black pistol belts with belt keepers and other personal protective equipment as required for armed guards.
- 14.3 A two (2) way radio and/or a smart mobile (cell) phone to communicate with the Contractor's office, on-site supervisory personnel, and the SOC. Cell phones shall have a GPS tracking capability to enable the SOC to monitor the exact location of all Security Guards while on duty. The GPS tracking feature shall be enabled and locked in the "on" position such that the Security Guard cannot disable this feature.
- 14.4 A two (2) way radio to communicate with other officers on shift for locations with multiple post.
- 14.5 A heavy-duty, police type, water-resistant, rechargable, multi-cell flashlight with a capability projecting 350 lumens.
- 14.6 Patrol log or notebooks and suitable writing instrument for writing details and appropriate reporting forms.
- 14.7 Provide comfort items for officers such as rain coats, fans, microwaves, and water. The City will not be responsible to provide air-conditioning or heaters. Any security guard supplied units must be approved by PUD's security operations staff prior to its use.
- 14.8 A printer/copier and the necessary supplies for its operation to be used by the account manager and SOC guard staff at the Chollas yard SOC.
- 14.9 An electronic guard management platform for creating and submitting daily activity and incident reports. The platform shall allow access for Public Utilities Security Operations Staff to view all guard activity and incident reporting statistics for each site. At a minimum, the platform shall allow the creation for the following types of incidents: infrastructure failure, trespassing, vandalism, graffiti, parking violation, drone activity, fire alarms/sprinklers, water leaks, badge violations, alarm, suspicious vehicle/person/activity, other equipment malfunction, delivery issue, illegal dumping, and be on the lookout (BOLO) activity.
- 14.10 Patrol vehicle(s) in support of Guard Category III for City sites requiring vehicle mobile patrol or as required. The vehicle(s) shall have the Contractor's name clearly identified, shall be in sound mechanical condition, and capable of driving

on graded and improved dirt roads. The vehicle shall be a police type vehicle equipped with a push bar, public announcement system, a light bar, and a spot light. The Contractor shall provide all necessary insurances. The contractor is responsible for all cost and coordination associated with the operation and maintenance of the vehicle. The contractor will not be reimbursed for mileage or maintenance for the vehicle. The contractors shall provide an equivalent replacement/ loaner vehicle with 24 hours if the primary patrol vehicle is not usable due to service or other mechanical failure. Any vehicle accident involving patrol regardless of location are to be reported to PUD's Security operations staff.

- 14.11 Golf cart in support of the Chollas Operations Yard. The golf cart shall have the Contractor's name clearly identified, shall be in sound mechanical condition, and capable of driving on graded and improved dirt roads. The golf cart shall be equipped with a light bar, and a spot light. The Contractor shall provide all necessary insurances. The contractor is responsible for all cost and coordination associated with the operation and maintenance of the golf cart. The contractor will not be reimbursed for mileage or maintenance for the golf cart. The contractors shall provide an equivalent replacement/ loaner golf cart with 24 hours if the primary golf cart is not usable due to service or other mechanical failure. Any accidents involving the golf cart are to be reported to PUD's Security operations staff.
- 14.12 Contractor shall ensure all material and equipment is maintained in good working order at all times and shall provide for the immediate replacement of any equipment that fails to function. The Contractor shall be responsible for supplying batteries for all equipment.
- 14.13 Contractor shall be responsible for the cost to repair or replace City equipment that is damaged from a result of other than normal wear and tear. In the event City furnished equipment does not work, the Security Guard is to note this in the log book and notify the Contract Administrator on the next business day.
- 14.14 City shall provide keys and access control cards required to gain entrance to the facilities. Keys and access control cards shall not be duplicated, except by City Locksmith. Any loss of keys or access control cards shall be reported immediately to the Contract Administrator. If a Security Guard loses or breaks their keys between 5:00 p.m. and 8:00 a.m. PT, Monday through Friday or at any time on weekends and holidays, the Contractor shall be responsible for bringing an extra set of keys to the Security Guard on duty. Security Guards shall turn over broken keys to the Contract Administrator the following business day. The keys and access control cards shall be returned upon completion of the contract or upon request by authorized City personnel.
- 14.15 The City will provide an area for writing reports and charging telephone and radio batteries. The City's provided equipment may be limited to a clipboard and portable solar power bank at austere post.
- 14.16 The City will provide radios when required to contact Station 38, the City radio communications center.

14.17 The contractor shall be responsible for providing all OSHA required or amenities related to safety and comfort, such as portable restrooms, handwashing stations, and shaded break areas. Restroom facilities and microwaves are available for security guard use at most PUD 24 hour staffed sites.

15. PERFORMANCE STANDARDS

All Security Guards (Categories I-VI) are required to comply with the following performance standards:

- 15.1 Sleeping on duty is prohibited! If the Contract Administrator determines that a Security Guard is unaware of their surroundings or appears to be sleeping on duty, the Account Manager shall be immediately notified, the Security Guard shall be relieved of their post and the Contractor will forfeit the cost of the entire shift. The contractor shall provide a replacement security guard to finish the shift no more than two (2) hours after relieving the guard sleeping on duty. In the event the shift has less than two hours remaining, the mobile patrol officer (Guard Category II) may stand post until shift change occurs. The City is not responsible for overtime created due to overlapping shifts of the mobile patrol officer and the open post caused by the guard being relieved.
- 15.2 Security Guards must park their private vehicles at least 250 feet from their post. Security Guards may not sit in their private vehicles during their shift, unless the post is at an austere location and PUD's security operations staff have approved the use of their vehicle for shelter.
- 15.3 Mace, handcuffs, and side arms shall not be carried by Security Guards at any time except for Armed Guards (category VI) with valid permits.
- 15.4 Visitors, pets, friends, or family members are not allowed on post while Security Guard is on duty.
- 15.5 The use of radios, cassette players, TVs, CD players, ear plugs or any other distraction is prohibited while Security Guard is on duty. The use of any electronic device not connected to the performance of post duties is strictly prohibited while Security Guard is on duty.
- 15.6 Security Guards may wear religious or identification type necklace as long as they are not visible when worn with an open collar shirt. Earrings are acceptable but shall be plain, stud-type, and no more than ½ inch across. Bracelets, other than medical identification types, are not to be worn. Rings should be kept to a minimum.

16. REMOVAL OF SECURITY GUARDS

Upon City's request, Contractor shall remove from the work site, contract, or both any security guard the City deems unobservant, consistently tardy, incompetent, otherwise objectionable, or whose continued employment on the job is contrary to the best interest of the City. Security guards will be immediately removed for sleeping or post abandonment.

Security guards who use City telephones for personal or other unauthorized calls shall be subject to removal from this contract.

Security guards will be temporarily removed in the event a sexual harassment complaint is filed against them. The security guard may be reinstated if the City's investigation finds that the complaint is unfounded. If the City's investigation finds the complaint is substantiated, then the security guard will be permanently removed from this contract and shall be barred from future work on City security guard contracts.

17. TELEPHONE USAGE

City's telephones are to be used for emergencies and necessary business calls only, e.g. 911 calls, calls to the San Diego Police or Fire Department, business calls to the Contractor's Office and calls to the Contract Administrator or their designee.

City's telephones require dialing "9" to get an outside line. E.g.: Dialing "9-911" to get an outside line and be connected to emergency personnel.

18. REPORTING

The Contractor will submit to the Contract Administrator a Weekly Activity Report on a form compatible with Public Utilities Department requirements. It will include, but may not be limited to the following:

- 18.1 Names of all Security Guards and the Account Manager serving Public Utilities sites; the time shifts started, switched and ended, and times of supervisory field inspections.
- 18.2 Names of all individuals contacted, including City employees and non-City employees during incidents.
- 18.3 Detailed descriptions of suspicious activities including times, locations, and pertinent details.
- 18.4 Any contact made with police, either directly by a Security Guard or through Contractor's offices.
- 18.5 Any problems with City-provided equipment.
- 18.6 Electronic or paper Guard Tour Management System Reports.
- 18.7 Contractor shall advise the City as to any recommended changes or updates required of standing post orders.
- 18.8 Weekly list of all security surveillance and access control devices which are not functioning.

19. TRAINING

The Contractor is responsible for training all guards assigned to the facilities listed herein. Guards shall receive a minimum of sixteen (16) hours of on-the-job training, consisting of

two (2) eight (8) hours days. One (1) additional eight (8) hours day of training with Public Utilities Department Security Operations staff will be required for any new guards serving in the SOC. All training is to occur during normal City's business hours (7:00am – 3:00pm Pacific Time (PST)) unless otherwise approved by PUD Security. Training shall be performed by someone other than the guard on duty. Additionally, the contractor shall facilitate report writing and anti-terrorism awareness training to all guards assigned to the contract and annual anti-terrorism and report writing refresher training every subsequent year a guard is assigned to the contract. All training shall be provided at the sole expense of the Contractor. The Contractor must provide certification that guard personnel have received all appropriate training. This certification must be submitted to the Contract Administrator prior to guard personnel beginning work.

Each Security Guard, prior to working at any City facility, shall be trained and evaluated by the City on facility-specific SOPs such as emergency and access control procedures.

20. CUSTOMER SERVICE

Contractor shall provide a dedicated customer service representative who is assigned and readily available to the City from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday, excluding City holidays (see 26. CITY HOLIDAYS below). The customer service representative shall be accessible via a local number or a toll free number.

Contractor shall respond within two (2) hours for customer service issues.

21. EXTRA SERVICE

Extra service is defined as any work requiring additional personnel that the City requests twenty-four (24) hours or more in advance of the time that the work is to begin. Extra service will be compensated at the same hourly rates as regular service under the contract. The Contractor shall clearly identify extra service hours on monthly invoices. All extra service must be authorized in writing by the Contract Administrator or designee. Extra service is billed at regular hourly rate.

22. EMERGENCY SERVICE

Emergency service is defined as any work requiring additional personnel that the City requests less than twenty-four (24) hours in advance of the time that the work is to begin.

Emergency service will be compensated at no more than one and one-half (1½) times the hourly rates for regular service under the contract. Any shift beginning twenty-four (24) or more hours after the City's request for service shall not be compensated as emergency service hours. Contractor shall clearly identify emergency service hours on monthly invoices. All emergency services and the subsequent additional cost must be approved by the PUD security operations staff in writing.

23. OVERTIME

Only service that meet the criteria of the emergency service or court appearance sections of the RFP will be paid at one and a-half $(1-\frac{1}{2})$ the hourly bill rate. Overtime will not be paid to the contractor to compensate for shortages of personnel: a guard is late or the contractor

does not have enough staff for 8-hour shifts. Guards must remain on duty until properly relieved.

24. COURT APPEARANCE

If, as a result of action taken by guard personnel performing service under the terms of this contract, a security guard must make a court appearance or appearance on behalf of the City, the City will pay the Contractor the hourly bill rate as specified on the Pricing Page the amount of time spent in court by the guard, plus one-half $(\frac{1}{2})$ hour travel time each way. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as "Court Appearance." If court appearances result in guards working more than forty (40) hours per week, then overtime of one and a-half $(1-\frac{1}{2})$ the hourly bill rate will be paid by the City. Hours must be reflected on backup documents, submitted with invoices, where the hours will be identified as "Authorized Overtime."

25. HOLIDAY PAY

Guard services performed during a City holidays will be billed at the regular hourly rate as specified in the pricing section of this RFP. Unless, the services requested meet the criteria of the emergency service or court appearance sections of this RFP.

26. CITY HOLIDAYS

The ten (10) City observed holidays are as follows:

New Year's Day	Martin Luther King, Jr. Day	Presidents' Day	Ceasar Chavez Day
Memoral Day	Independence Day	Labor Day	Veterans' Day
Thanksgiving Day	Christmas Day		

27. LIST OF PUBLIC UTILITIES DEPARTMENT FACILITIES

This list is intended to be used as a reference of potential sites for staffing for the contractor. The City reserves the right to add or remove sites as it deems necessary according to known or perceived threats and/or the needs of the department.

WASTEWATER TREATMENT PLANTS

Metro Biosolids Center 5240 Convoy Street San Diego, CA 92111

North City Water Reclamation Plant 4949 East Gate Mall San Diego, CA 92121

South Bay Water Reclamation Plant 2411 Dairy Mart Road San Diego, CA 92154 San Pasqual Treatment Plant 14103 Highland Valley Road Escondido, CA 92025

Point Loma Wastewater Treatment 1902 Gatchell Road San Diego, CA 92106

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661_3

WATER TREATMENT PLANTS

Miramar Water Treatment Plant 10710 Scripps Lake Drive San Diego, CA 92131

Alvarado Water Treatment Plant 5540 Kiowa Drive La Mesa, CA 91942 Otay Water Treatment Plant 1500 Wueste Road Chula Vista, CA 91915

OPERATION YARDS

Chollas Operations Yard 2797 Caminito Chollas San Diego, CA 92105 Rose Canyon Operations Yard 3775 North Morena Boulevard San Diego, CA 92117

DAMS

Lake Murray Dam 5540 Kiowa Drive La Mesa, CA 91942

Otay Dam 1500 Wueste Road Chula Vista, CA 91915

Hodges Dam 9453 Del Dios Highway Escondido, CA 92029

Barrett Dam 1250 Barrett Lake Road Dulzura, CA 91917

El Capitan Dam 16901 El Monte Road Lakeside, CA 92040 Miramar Dam 10710 Scripps Lake Drive San Diego, CA 92131

Upper Otay Dam Otay Lakes Road Chula Vista, CA 91913

Moreno Dam 2550 Lake Moreno Drive Campo, CA 91906

Sutherland Dam 22600 Sutherland Dam Road Ramona, CA 92065

San Vicente Dam 12375 Moreno Avenue Lakeside, CA 92040

METROPOLITAN OPERATIONS CENTER

Metropolitan Operations Center 9192 Topaz Way San Diego, CA 92123

PUMP STATIONS AND RESERVOIRS

Black Mountain Reservoir & Pump Station 14799 Carmel Valley Road San Diego, CA 92127 Bernardo Heights Pump Station & Pomerado Park Reservoir 16126 Avenida Venusto San Diego, CA 92128

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661_3

CONTINUED - PUMP STATIONS AND RESERVOIRS

Bayview Reservoir & Pump Station 1975 Parkview Terrace La Jolla, CA 92037 Carmel Mall Pump Station 11202 Rancho Carmel Drive San Diego, CA 92128

Carmel Mountain Industrial Pump Station 11403 Rancho Carmel Drive San Diego, CA 92128 Carmel Mountain Reservoir 13642 Shoal Creek Drive San Diego, CA 92128

Carmel Mountain High Pump Station 11600 Shoal Creek Drive San Diego, CA 92128 Catalina Pump Station 1061 Catalina Boulevard San Diego, CA 92107

College Ranch Stand Pipe Reservoir 8719 Lake Ashmere Drive San Diego, CA 92119 Deerfield Pump Station 8002 Deerfield Cir San Diego, CA 92120

Del Cerro Reservoir 5832 Rockhurst Court San Diego, CA 92120 Del Cerro Pump Station 5700 Marne Avenue San Diego, CA 92120

Del Cerro Highlands Pump Station 6555 Crystalaire Drive San Diego, CA 92120

Eagle Ridge Pump Station 7822 Wing Flight Court San Diego, CA 92119

Grove Station Pump Station 2484 Grove Avenue San Diego, CA 92154

Los Penasquitos Pump Station 15265 Andorra Way San Diego, CA 92129

Miramar Ranch North Pump Station & Reservoir 11490 Weatherhill Way

Mercy Mira Mesa High Pump Station 9525 Babauta Road San Diego, CA 92129

Los Penasquitos Reservoir 11000 Avenida Maria San Diego, CA 92129

San Diego, CA 92131

Montezuma Pump Station 4998 Catoctin Drive San Diego, CA 92115

Rancho Bernardo Industrial

Pump Station 77 18130 West Bernardo Drive San Diego, CA 92127

Pump Station 16061 Big Springs Way San Diego, CA 92127

Rancho Penasquitos Pump Station 8888 Sparren Way San Diego, CA 92129

San Carlos Reservoir 7944 Wing Span Drive San Diego, CA 92119

CONTINUED - PUMP STATIONS AND RESERVOIRS

Scripps McMillian Reservoir

& Pump Station 12225 Spring Canyon Road San Diego, CA 92131 & Pump Station 4220 Idaho Street San Diego, CA 92104

University Heights Reservoir

Waring Road Pump Station 4850 Waring Road San Diego, CA 92120 65th Street Pump 6501 Herrick Street San Diego, CA 92114

WASTEWATER PUMP STATIONS

Metropolitan Pump Station 1 3550 Harbor Drive San Diego, CA 92101 Metropolitan Pump Station 2 4077 North Harbor Drive San Diego, CA 92101

CUSTOMER SERVICE CENTER

Customer Service Center 525 B Street San Diego, CA 92101

LAB FACILITIES

EMTS Harbor Lab 2392 Kincaid Road San Diego, CA 92101

SECURITY OPERATIONS CENTER

Chollas Operations Yard 2797 Caminito Chollas San Diego, CA 92105

PUBLIC UTILITIES DEPARTMENT PROPERTIES

Barrett Honor Camp Morena Pump Station (Construction) 21077 Lyons Valley Rd. 887 Sherman St Alpine, CA 91901 San Diego, CA 92110

28. INVOICING

28.1 Payment Deductions – Failure to provide services in accordance with this contract shall result in deductions to Contractor's payment. The amount deducted will be 1 x the hourly rate for each hour or part thereof for which a security guard fails to perform as required. Time spent on unauthorized calls using City telephones will be deducted from Contractor's payment. Deduction must be submitted with invoices and be identified as "Service Deductions".

- 28.2 Payments Withheld The City may withhold payment to such extent as may be necessary to protect the City from loss due to:
 - 28.2.1. Incomplete performance of services.
 - 28.2.2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.

B. LICENSES.

To perform the work described in this solicitation, proposers must hold a current Private Patrol Operators (PPO) License issued by the State of California.

	License Number	Expiration Date	Name
Private Patrol			
Operators (PPO)			
License			

If the PPO license is not registered to a legally established corporation, the PPO license must be registered in the name of the Owner/Operator of the Proposer. "Owner/Operator" is defined as an individual actively participating in the day-to-day management and operation of the firm, partnership or joint venture.

Pursuant to the Private Security Services Act, California Business and Professions Code section 7580 et seq., the registered licensee may utilize a qualified manager to conduct the licensee's business. The qualified manager must, in addition to complying with the provisions of Section 7582.22 of the Private Security Services Act, be an individual residing and located in San Diego County at the time of the RFP closing.

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the RFP closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the RFP closing. The City's decision is final.

C. PERFORMANCE BOND

Contractor shall provide a Performance Bond in a sum equal to fifty percent (50%) of the contract price. The surety bond shall be executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego. Proof of such performance bond shall be submitted to the City of San Diego Purchasing & Contracting Department prior to issuance of a purchase order.

The performance bond shall be submitted to Purchasing & Contracting Department within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the proposal to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

D. ADDITIONAL INSURANCE

At all times during the term of the contract resulting from this solicitation, the Contractor shall maintain insurance coverage as defined in the City's General Contract Terms and Provisions (Exhibit C).

The following additional insurance is also required:

Crime Insurance. Crime and Employee Dishonesty/Fidelity coverage for a minimum of twenty-five thousand dollars (\$25,000.00) per employee or one hundred thousand dollars (\$100,000.00) blanket limit.

E. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

F. PRICE SCHEDULE

Proposer must complete the price schedule in its entirely to be considered for this Contract. The quantities (Annual Est. Hours) listed are for the purposes of comparing cost proposals and establishing pricing. The actual quantities may vary depending on the demands of the City. Any variation from this estimate shall not entitle the Contractor to an adjustment in the unit price or any additional compensation. The hourly rates shall include all costs associated with providing the required service as specified within this RFP.

SECTION 1

Note: Extension = Annual Est. Hours x Unit Price Per Hour

Site	Annual Est. Hours	Guard Category I-IV	U/M	Description	Unit Price Per Hour	Extension
1.	35,040	I	HR	Wastewater Treatment Plants	\$	\$
2.	26,280	I	HR	Water Treatment Plants	\$	\$
3.	43,800	I	HR	Chollas Operation Yards (golf cart required)	\$	\$
4.	35,040	I	HR	Dams	\$	\$
5.	8,760	I	HR	Metropolitan Operations Center	\$	\$
6.	13,336	I	HR	Pump Stations Metro	\$	\$

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3

Continued – Section 1						
7.	2,920	Ι	HR	Customer Care Center	\$	\$
8.	5,840	Ι	HR	E.M.T.S. Harbor Lab	\$	\$
9.	8,760	Ι	HR	Barrett Honor Camp	\$	\$
10.	8,760	II	HR	Security Guard – SOC Alarms Guard	\$	\$
11.	17,520	III	HR	Security Guard – Mobile Patrol (vehicle required)	\$	\$
12.	6,680	IV	HR	Security Operations Center - Lead Security Guard	\$	\$
13.	2,080	V	HR	Security Operations Center - Supervising Security Guard	\$	\$
14.	288	VI	HR	Armed Guard-Various Sites, as Needed	\$	\$
Section I Estimated Total:						\$

SECTION II

Note: Extension = Number of Vehicles x Unit Price Per Month

Site	Number of Vehicles	U/M	Description	Unit Price Per Month	Extension
1.	2	МО	Mobile Patrol Vehicle	\$	\$
2.	1	МО	Chollas Operation Golf Cart	\$	\$
Section II Estimated Total:					\$
ESTIMATED ANNUAL BID TOTAL FOR SECTION I AND II:					\$
ESTIMATED TOTAL CONTRACT VALUE (Est. Annual Bid Total x 5-year Contract Term)					\$



THE CITY OF SAN DIEGO GENERAL CONTRACT TERMS AND PROVISIONS APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

- 1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.
- 1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.
- **1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

- **2.1** Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.
- **2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.
- **2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

General Contract Terms and Provisions Revised: December 18,2017 OCA Document No. 845794 6 Purchasing Agent City of San Diego, Purchasing and Contracting Division 1200 3rd Avenue, Suite 200 San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

- **3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.
- **3.2.2 Service Contracts**. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.
- **3.2.3** Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.
- **3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.
- **3.2.5** Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.
- **3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.
- **3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

- **3.2.6.2 Monthly Invoicing and Payments**. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.
- **3.3** Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.
- 3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

- 4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.
- **4.2** City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

- 4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.
- **4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.
- **4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.
- **4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.
- 4.5 Contractor's Right to Payment Following Contract Termination.
- **4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.
- **4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

- **5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.
- **5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.
- **5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.
- **5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.
- **5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.
- 5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

- **5.6** Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.
- Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.
- **5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.
- 5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

- **5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
- **5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.
- **5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.
- **5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.
- **5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.
- **5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.
- **5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.
- **5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

- **5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.
- **5.14.2** City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.
- **5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.
- **5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.
- **5.16** Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City maynot award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

- 6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.
- **6. 2** Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

General Contract Terms and Provisions Revised: December 18,2017 shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

- **6. 3** Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.
- 6. 4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.
- 6. 5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

- 6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.
- **6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.
- 6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

- **7.2.1** Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **7.2.2** Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **7.2.4** Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

- **7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- **7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

- **7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- **7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.
- **7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- **7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **7.4** Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- **7.6 Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- **7.7** Additional Insurance. Contractor may obtain additional insurance not required by this Contract.
- **7.8** Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.
- **7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

- **8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.
- **8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.
- **8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.
- **8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."
- **8.1.4** Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

- **9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.
- **9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.
- 9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

General Contract Terms and Provisions Revised: December 18,2017 subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

- 9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.
- **9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.
- **9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.
- **9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.
- **9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

- **9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.
- **9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.
- **9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.
- **9.1.11** Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.
- **9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.
- **9.1.11.2 Notice Requirement.** Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

- 10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, et. seq. and 81000, et. seq., and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.
- 10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.
- 10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

- **10.4** Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.
- **10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

- 11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.
- **11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.
- 11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.
- 11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.
- 11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

- **12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.
- 12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.
- **12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

- **13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.
- 13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- **13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

- **13.5** Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.
- 13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.
- **13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- **13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.
- **13.9** Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.
- **13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.
- **13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.
- **13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.
- **13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

- **13.14** Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.
- **13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.
- 13.16 Confidentiality of Services. All services performed by Contractor, and any subcontractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.
- 13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.
- **13.18** No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.
- 13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D WAGE REQUIREMENTS

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

- **A.** Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.
- 1. <u>Payment of Living Wages</u>. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.
- 1.1 Copies of such living wage rates are available on the City website at https://www.sandiego.gov/purchasing/programs/livingwage/. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).
- **1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.
- **2.** <u>Compensated Leave.</u> Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.
- 3. <u>Uncompensated Leave.</u> Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.
- **4.** Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.
- 5. <u>Payroll Records.</u> Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.
- **5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

- 6. <u>Certification of Compliance</u>. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.
- 7. <u>Annual Compliance Report</u>. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.
- **8.** Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200 San Diego, CA 92101-4195 Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP), 10089563-20-J

Bid for furnishing the City of San Diego with Security Guard Services for Public Utilities Department

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

- 1. <u>Remove</u> the four (4) original cover sheets and <u>replace</u> with the attached Addendum A cover sheet. (**NOTE:** Changes are made in **bold** font.)
- 2. <u>Remove</u> the original RFP, Signature Page (pg 3 of 9) and <u>replace</u> with the attached Addendum A, Signature Page.
- 3. <u>Remove</u> the original Page 16 of Exhibit B and replace with the attached Addendum A, Page 16 of Exhibit B.
- 4. <u>Add</u> ten (10) pages "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite Senior Procurement Contracting Officer (619) 236-7017

October 4, 2019



Request for Proposal (RFP) for Security Guard Services for Public Utilities Department Addendum A

Solicitation Number:	10089563-20-J
Solicitation Issue Date:	August 27, 2019
Mandatory Pre-Bid Conference:	August 29, 2019 @ 8:00 a.m. Metropolitan Operations Center (MOC) II, located at 9192 Topaz Way, San Diego, CA 92123 in Conference Room 1E.
Questions and Comments Due:	September 3, 2019 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	October 16, 2019 @ 2:00 p.m.
Contract Terms:	One (1) year from Effective Date with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Janet Polite, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 jpolite@sandiego.gov (619) 236-7017
Submissions:	Proposer is required to provide five (5) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.
	Completed and signed RFP signature page is required, with most recent

Note: Emailed submissions will not be accepted.

addendum listed as acknowledgement

of all addenda issued.

WATER TREATMENT PLANTS

Miramar Water Treatment Plant 10710 Scripps Lake Drive San Diego, CA 92131

Alvarado Water Treatment Plant 5540 Kiowa Drive La Mesa, CA 91942 Otay Water Treatment Plant 1500 Wueste Road Chula Vista, CA 91915

OPERATION YARDS

Chollas Operations Yard 2797 Caminito Chollas San Diego, CA 92105

DAMS

Lake Murray Dam 5540 Kiowa Drive La Mesa, CA 91942

Otay Dam 1500 Wueste Road Chula Vista, CA 91915

Hodges Dam 9453 Del Dios Highway Escondido, CA 92029

Barrett Dam 1250 Barrett Lake Road Dulzura, CA 91917

El Capitan Dam 16901 El Monte Road Lakeside, CA 92040 Miramar Dam 10710 Scripps Lake Drive San Diego, CA 92131

Upper Otay Dam Otay Lakes Road Chula Vista, CA 91913

Morena Dam 2550 Lake Morena Drive Campo, CA 91906

Sutherland Dam 22600 Sutherland Dam Road Ramona, CA 92065

San Vicente Dam 12375 Moreno Avenue Lakeside, CA 92040

METROPOLITAN OPERATIONS CENTER

Metropolitan Operations Center 9192 Topaz Way San Diego, CA 92123

PUMP STATIONS AND RESERVOIRS

Black Mountain Reservoir & Pump Station 14799 Carmel Valley Road San Diego, CA 92127 Bernardo Heights Pump Station & Pomerado Park Reservoir 16126 Avenida Venusto San Diego, CA 92128

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3

Addendum A October 4, 2019

RFP 10089563-20-J, Security Guard Services for Public Utilities Department Questions and Answers

Question 1: Is there a Prime and Subcontractor allotment? If so, what is the percent for

Prime and Sub?

Response: No, however, combined subcontractor participation cannot exceed 50% of the

Contract price.

Question 2: Exhibit B, Section 4.5 page requires a staffing plan that lists each employee

including their guard card, a background check, etc. This is not practical or possible until after an award. Can the City please modify or allow the Contractors to explain what type of background and what qualifications we

would require for hire toward this contract?

Response: City will not modify this section. It is the proposer's responsibility to

demonstrate they currently have, or will have, the staffing necessary to meet

the demands of this contract and that all current guard staff meet the

requirements including valid guard cards and a background check within the last seven (7) years. If the proposer is planning to meet part of the staffing

requirements with incumbent guard staff, then that must be stated.

Question 3: For the Mobile patrol, could the City please give us a mileage estimate per

vehicle or a description of the expected patrol route and expected frequency?

Response: There are two Mobile Patrol vehicles operating 24 hours per day 365 days per

year. The average per patrol vehicle from January through June 2019 was

10,525 miles per month each.

Question 4: In several sections it mentions that the experience required has to be from

"critical infrastructure other than commercial facilities". Could the City clarify what their definition of critical infrastructure is? In other words, does other government work sites qualify such as county contracts, city, ports,

airports, etc.?

Response: Not all government facilities are Critical Infrastructure. The City follows the

Federal definition of Critical Infrastructure and Public Utilities is in multiple

Critical Infrastructure sectors. It is the proposer's responsibility to demonstrate the critical infrastructure or other qualifying experience necessary to comply with this requirement per Exhibit B (A) (6) – Security

Guard Basic Qualifications.

Question 5: Could the City please provide the current incumbent bill rates, as well as a

history of the bill rates for the past five years so that we can see what type of

increases have taken place?

Response: No. The City of San Diego complies with the Living Wage Ordinance which

stipulates the minimum rate service provider employees are to be paid. It is incumbent upon the proposer to determine the appropriate overhead and

profit to be added to each guard category and propose accordingly.

Question 6: Exhibit B, Section 14.10: Should vehicles be 4X4s?

Response: 4x4 vehicles are not required by the contract, however, the vehicles must be

capable of driving on both paved and improved dirt roads in all weather conditions as stated in *Material & Equipment 14.10*. Ford Explorer Police

Interceptor AWD or equal are acceptable Mobile Patrol Vehicles.

Question 7: Page 14 Overtime: Would OT be paid if City requires a guard to stay beyond

the end of his shift?

Response: Yes, but only if the <u>City</u> requests the guard as an additional Emergency Service

with less than 24 hours advance notice. Please refer to Exhibit B, (A) (22) - Emergency Service and Exhibit B (A)(23) - Overtime for a description of what is

reimbursed at 1.5 times the normal hourly rate.

Question 8: 14.17: At which facilities are restrooms, water, or shade not currently

available and where contractor must provide equipment? At these sites, what

equipment is available as well?

Response: The contractor is responsible for all comfort and OSHA required items

including water, shade, and portable toilets where necessary. Most PUD sites

have a mix of amenities; however, the following are the sites with no or

minimal amenities:

Hodges Dam (2 guards – 1 upper and 1 lower) – No amenities

- Alvarado Dam No amenities
- Miramar Dam No amenities
- San Vicente guard shack only
- El Capitan Dam Temporary guard shack only (Solar powered)
- Chollas Operations Yard (Back Gate) guard shack only
- PS77 No amenities
- Morena PS No amenities

All other Water Pump Stations are mobile Patrol sites and do not have guards regularly posted on-site. This list is subject to change based on security

threats and other Public Utilities Department needs.

Question 9: Pricing Sheet Section II lists two mobile vehicles. Can the City give a

description of where they will be used and the approximate mileage for each?

Are these separate from the mobile patrol?

Response: See response to Question #3 above. The two mobile vehicles are used for the

mobile patrols.

Question 10: Pricing Sheet: States mobile patrol (vehicle required): Is the cost of the

vehicle to be built into this rate quote for this position?

Response: See Exhibit B (F) (II) – Pricing Schedule – The patrol vehicles pricing is a

monthly unit price fee per mobile patrol vehicle.

Question 11:

Pricing Sheet Section II wants a five-year total. Does the City expect us to provide a fixed pricing for the entire 5-year period? If so, 3.4 in the Terms of Service allows for a CPI increase. How would the City want us to propose? Should we factor the cost for year one, multiply by five, and be allowed to have a CPI increase each year? Or does the City expect a five-year blended rate to be quoted? A five-year blended rate would subject the City to paying a much higher rate in the initial years that it would have to. Please clarify how the city would want us to quote the rates, taking into account the CPI increase language.

Response:

Do not include any potential increases in pricing. For the 5-year total, simply multiply the "Estimated Annual Bid Total" by 5 and enter that amount as "The Estimated Total Contract Value".

Question 12: Has the incumbent provider been afforded CPI increases over the last five years? Is the intent to allow the same type of increase?

Response:

Contractor must submit a request, in writing, in order to receive the CPI increase or Living Wage increase.

Question 13: Page 19 states that Performance Bond shall be 50%, while the 8.1.1 in Terms states that it is 25% of the value of the contract. Can the City please advise?

Response:

The Performance Bond shall be 50% of the value of the contract. Reference Exhibit B, Section C: Performance Bond.

Question 14: 8.1.2 in Terms: What is the length of the Warranty period described here?

Response:

The Warranty periods for the Contract are provided in Exhibit C, sections 5.7 and 6.5.

Question 15: What are the City's standard payment terms?

Response:

Net 30.

Question 16: Are bidders required to submit a Consent of Surety with the proposal?

Response:

No.

Question 17:

We note that rate increases may be requested prior to the start of each contract option year at least 60 days before the date in which the City may exercise the option to renew the contract. See Exhibit C Article III Section 3.4 on page 4. The option exercise date does not appear to be stated in the RFP. Please specify the City's option exercise date so that rate increase requests may be scheduled accordingly.

Response:

The dates for the option years are based upon the original Contract Effective Date. Refer to Exhibit A, section 2.2 for the Effective Date.

Question 18: We note that this opportunity is subject to the City's Living Wage Ordinance.

See RFP Exhibit D. Will City grant additional rate adjustments to recoup

increases in the living wage?

Response: Contractor must submit a request, in writing, in order to receive a Living Wage

increase for the upcoming fiscal year (7/1). For a CPI adjustment, refer to

Exhibit C, Section 3.4.

Question 19: We note that the City requires that its rights as an additional insured extend

to the Contractor's entire tower of insurance. See Exhibit C Article VII Section 7.2.4, second paragraph on page 12. We respectfully request deletion of the cited section because we submit that the obligation stated therein places an undue burden on large companies. Our company is a national security service provider with thousands of clients and over \$7 billion in revenues. We maintain insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also

effectively precludes us from accessing any portion of our insurance.

Response: City will not delete the cited section.

Question 20: We note that the indemnification provision stated in Exhibit C Article VII Section 7.1 on page 11 requires the Contractor to indemnify the City for the

City's sole negligence. Our company stands behind our services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. However, we cannot indemnify a client for any losses, costs or damages that are caused by the client's own negligence. Will the City revise

the last sentence of the cited section to replace the phrase "arising from the sole" with the phrase "to the extent caused by the?"

Response: The language of Section 7.1 does not state that the Contractor is required to

indemnify for the City's sole negligence, and reads as follows:

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of

them control. Contractor's duty to defend, indemnify, protect and hold harmless **shall not include** any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

Ouestion 21:

We note that the City requires to be made an additional insured on the Contractor's insurance policies per Exhibit C Article VII Section 7.2.5.1 on page 12. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Will the City revise the cited section as follows to reflect that standard?

- Delete the remainder of the first sentence after the phrase "CGL policy" and replace it with the following: "...to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount."
- On line 6, delete the phrase "if not available."

City will not revise the cited section. Response:

Question 22: We assume that the Contractor's compliance with the criminal background adjudication standards in RFP Exhibit B Section A.6.10 on page 4 should also be in accordance with applicable law. Title VII of the Federal Civil Rights Act of 1964 prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. California Government Code Section 12952 states similar requirements. Will the City revise the cited section as follows to achieve compliance with applicable Federal and State law?

> Delete the third sentence and replace it with the following: "No Security Guard shall have any felony arrest or conviction with the past seven (7) years that renders him or her unsuitable for the position for which he or she

Response: City will not revise the cited section.

> California Government Code section 12952is a hiring practice. The City is not in control of the hiring practices of employees of the proposers. Even if Section 12952 did apply, this contract would fall within the Section 12952(d)(4) exception.

difficult standard to meet. Will the City revise the cited section as follows?

Question 23: We note that Exhibit B Section A.6.11 on page 5 requires random drug testing. California law imposes significant restrictions on random drug testing. Absent a federal legal mandate to conduct random testing, a California employer may engage in random testing only if the employer can make a strong case that an employee works in a safety-sensitive position and, if allowed to work under the influence of drugs, would pose some imminent safety or health threat with irremediable consequences. This is a very

 Replace the third sentence with the following: "Provided the Contractor, acting in good faith and on the advice of legal counsel determines that such random drug testing does not violate applicable law, a minimum of 25 security guards assigned to work on the contract shall also be randomly drug tested per year throughout the duration of this contract."

Response: City will not revise the cited section.

A California employer may engage in random testing when that an employee works in a safety-sensitive position and, if allowed to work under the influence of drugs, would pose some imminent safety or health threat with irremediable consequences. Here, the security guards are working at facilities designated as Critical Infrastructure by Homeland Security. Thus, the security guards are working in a security and safety-sensitive positions which, if allowed to work under the influence of drugs, would pose some imminent safety or health threat with irremediable consequences.

Question 24: Exhibit A, Section C, Page 10 (F) describes the points awarded for SLBE or ELBE, however in the Contractors Standard form as well as other sections it mentions DBE, SBE MBE, WBE, etc. Are the only categories that would count toward this participation SLBE or ELBE? Or do the other designations such as DVBE, SBE, etc. qualify for these participation points?

Response: Only SLBE or ELBE certified firms are counted toward participation points as evaluation criteria. Refer to Section V of the EOCP Goods and Services Contractor Requirements form.

Question 25: Is the Contractors Standards Form the only place where a prime would need to list the subcontractor whom it intends to partner with for the subcontracting points participation?

Response: Yes.

Question 26: The Contractors Standards Form asks for a dollar amount for the amount a prime would subcontract work to a sub. The scoring for subcontracting points is based on a percentage level of participation. Would the City accept a percentage in the Contractors Standards Form in lieu of a dollar amount so that it would be assured of the promised participation level, and to accurately score competing proposal on this scoring criteria?

Response: Yes, the percentage amount would be converted into a dollar amount.

Question 27: Who is the current incumbent?

Response: Securitas Security Services

Question 28: When was the current incumbent awarded the contract?

Response: January 2015.

Question 29: What is the estimated usage (number of annual hours) of prior contract?

Response: That information is not currently available and has varied from year to year.

The current staffing level is at approximately 130 security guards.

Question 30: What is the estimated amount spent on the contract last year?

Response: That information is not available, but the total contract value is \$18.8 million.

Question 31: What is the estimated total number of annual hours for this contract?

Response: See Question 29.

Question 32: What is the current bill rate?

Response: The current bill rate varies by position and guard classification

Question 33: (blank)

Question 34: How many sites need services?

Response: All sites require guard services. If you are referring to OSHA and guard

comfort items, please refer to the answer to question #8 above. Please be aware the sites are subject to change based on current threat level and Public

Utilities Department needs.

Question 35: Are there any additional services that may be needed that are not listed in the

RFP? IE Additional sites, seasonal required training etc....

Response: Guard posts and/or sites may be added or subtracted at the City's discretion

per Exhibit B (A)(27) – List of Public Utilities Department Facilities. Any additional posts are billed per guard category at the rates identified in Exhibit

B (F)(I) – Pricing Schedule. Training is required for all guards upon

commencing work on this contract and refresher training at least annually or

as-needed based on site specific hazards or as deficiencies are noted.

Question 36: Is there any minimum wage/pay? Is there any prevailing wage, living wage

ordinance, state or local mandated wage, contract specific wage, or collective

bargaining agreement?

Response: The Contract is subject to City of San Diego Living Wage Ordinance. For more

information, go to

https://www.sandiego.gov/purchasing/programs/livingwage

Question 37: How often / how many times have you assessed liquidated damages, if

applicable?

Response: Liquidated damages do not apply.

Question 38: Will your agency hold a public opening?

Response: The City will announcement the award per Section D. Announcement of

Award.

Question 39: Are there any M/W/S/VS/DBE goals?

Response: No, only SLBE or ELBE certified firms are counted toward participation points

as evaluation criteria. Refer to Section V of the EOCP Goods and Services

Contractor Requirements form.

Question 40: Are there any vehicles required for this bid, if so, how many?

Response: See answer to Question 3.

Question 41: Could you please provide a list of all equipment needed for this job?

Response: Refer to Exhibit B.

Question 42: Could you provide all hours for this job?

Response: Refer to Exhibit B.

Question 43: How many total guards are needed for this job?

Response: It is the proposer's discretion how to staff. The current guard services

contract has approximately 130 guards.

Question 44: Are there any subcontracting goals?

Response: There are no goals, however, points may be awarded for subcontractor

participation. Refer to Equal Opportunity Contracting Form, Section V.

Question 45: Could you please clarify how many originals and copies are being requested of

the technical proposal and the cost proposal?

Response: Proposer to provide five (5) originals and one (1) electronic copy.

Question 46: Are all pages of this solicitation required to be submitted and turned in on the

due date? Or only the forms that require a mark-up need to be submitted?

Response: Refer to Exhibit A, Section A.

Question 47: Is a bid bond be required?

Response: No.

Question 48: If awarded, will a Payment Bond be required?

Response: No.

Question 49: If awarded, will a Performance Bond be required?

Response: Yes. Refer to Exhibit B, Section C: Performance Bond.

Is there a specified way you would like to responses to come? For example, Question 50:

bound, unbound, 3-ring binder(s), pages limits, paper type, etc.

Response: Refer to Exhibit A, Section A.

Are reference letters necessary or just references as part of the RFP? Question 50:

Reference letters are not required. References must be listed on the Contractor Response:

> Standards Pledge of Compliance form and submitted with proposal. Please note that the City of San Diego cannot be used as a reference on a City

proposal.

Question 51: Does Contractor need the stated equipment and patrol vehicles suited for this

detail prior to being awarded the contract?

No, but the contractor must have the staffing, equipment, and vehicles prior to Response:

commencing work and upon final execution of the contract.

Question 52: Exhibit B, Section 14.1. Do work boots need to be steel toed boots?

No, but it is the contractor's responsibility to comply with all applicable OSHA Response:

requirements and to provide appropriate PPE based on the working conditions.

Question 53: Please define the austere posts further. How many total sites are considered

austere posts and what are those specific locations?

Response: Austere posts are potentially remote and do not have some or all amenities.

> Please refer to the sites listed in the answer to question #8. This list is subject to change based on the current threat level and the needs of the Public Utilities

Department.

Question 54: **Exhibit A, Section 6.2: Name Brands**

> a) Is Contractor required to provide detailed information regarding company scheduling software and guard touring reporting system?

b) Can the City provide a sample of the expected weekly/monthly deliverables reports - for example: GPS, Daily Activity Reports, any

weekly/monthly stats sheets?

Response: a) Yes, they are.

b) No, that information is typically proprietary to the contractors and the City

does not dictate means and methods of complying with the contract

requirements.

Question 55: At what point does Contractor provide resumes of the key leadership staff for

the City?

Resumes must be submitted with proposal. Please refer to Exhibit A -Response:

Evaluation Criteria.

Question 56: Is the organizational chart based off of current staffing levels or expected

levels when awarded this contract?

Response: Please refer to Exhibit A (C) (3.6) - Evaluation Criteria and Exhibit B (A) (4) -

Proposer Qualifications.

Question 57: Can the City please provide a sample of existing SOP's for the various types of

security services at the locations?

Response: No, this is security sensitive information and will not be shared with

prospective proposers until after award. After award, the Public Utilities Security & Emergency Planning Team will work with the guard services provider to refine the SOPs, Post Order, and other pertinent documents to

merge PUD's procedures with the providers.

Question 58: Exhibit B, Section 4.3 states "the principal place of business listed on the

Private Patrol Operators (PPO) license shall be located in the County of San Diego. Alternatively, Proposer shall have a valid branch office certificate for a

location within the County of San Diego.

We are a national company with headquarters outside of the County of San Diego. We have a PPO license for another location. Would we be disqualified for not having a branch office certificate within the County of San Diego? Is it

required to proposed or necessary only if awarded the contract?

Response: There are two alternatives and you must have one or the other. Please refer to

Exhibit B Section 4.3. Headquarters are not required in San Diego.

City of San Diego CONTRACTOR STANDARDS Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

The City of San Diego Security Guard Services for Public Utilities Department

A. BID/PROPOSAL/SOLICITATION TITLE:

	-				
В.	BIDDER/PROPOSER INFORMATION:				
	Securitas Security Services USA, Inc.				
	Legal Name		DBA		
	1550 Hotel Circle North Circle Suite 440	San Diego	CA	92108	
	Street Address	City	State	Zip	
	Kelly Senados, CPP, Area Vice President,	(619) 641-0049		·	
	Contact Person Title	Phone	Fax		

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

- * The precise nature of the interest includes:
 - the percentage ownership interest in a party to the transaction,
 - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
 - the value of any financial interest in the transaction,
 - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
 - any philanthropic, scientific, artistic, or property interest in the transaction.

Contractor Standards Form Revised: April 5, 2018 Document No. 841283 4

- ** Directly or indirectly involved means pursuing the transaction by:
 - communicating or negotiating with City officers or employees,
 - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
 - directing or supervising the actions of persons engaged in the above activity.

Kelly Senados, CPP	Area Vice President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Oversees & ensures delivery of services	
Interest in the transaction	
Ryan Fullerton	District Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Responsible for implementing our ongoing service plan	
Interest in the transaction	
Michelle Koshnick	Accunt Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Responsible for Securitas Personelland services at San D	. ,
Interest in the transaction	
Douglas Johnson	Field Service Supervisor
Name	Title/Position
San Diego, CA	1100/1
City and State of Residence	Employer (if different than Bidder/Proposer)
Manages shift and or segment of guarding operations	Employor (ii dinorone triair Biddorn Topocor)
Interest in the transaction	
Christopher Karlis	Field Service Supervisor
Name	Title/Position
San Diego, CA	Titio/i Ooitioii
City and State of Residence	Employer (if different than Bidder/Proposer)
Manages shift and or segment of guarding operations	Employer (in different triair bidder/r roposer)
Interest in the transaction	
interest in the transaction	
Stacy Jenkins	Human Resources Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Leads the hiring and selection of all employees	1 7. (
Interest in the transaction	

Contractor Standards Form Revised: April 5, 2018 Document No. 841283_4

		Andrea Azain		Recruiter
		Name		Title/Position
		San Diego, CA		
		City and State of Residence		Employer (if different than Bidder/Proposer)
		Promotes the employment opportunitie	S	
		Interest in the transaction		
		Logan Mulvvhille		Training Manager
		Name		Title/Position
		San Diego, CA		
		City and State of Residence		Employer (if different than Bidder/Proposer)
		Guides the introduction process, site s	pecific and conf	tinues training program development
		interest in the transaction		
		Jason Leazer		Scheduling Manager
		Name		Title/Position
		San Diego, CA		
		City and State of Residence Ensures all posts are covered		Employer (if different than Bidder/Proposer)
		Interest in the transaction		
C.	OW	NERSHIP AND NAME CHANGES:		
	1.	In the past five ten (5) years, has yo ☐Yes ☑No	ur firm chang	ed its name?
			•	d DBA names, addresses, and dates each firm name was used. Explain the
		specific reasons for each name cha	nge.	
	2.	Is your firm a non-profit?		
		☐Yes ☑No		
		If Yes , attach proof of status to this s	submission.	
	3.	In the past five (5) years, has a firm ☐Yes ☑No	owner, partne	er, or officer operated a similar business?
				ddresses of all businesses and the person who operated the business. only if an owner, partner, or officer of your firm holds or has held a similar
D.		BUSINESS ORGANIZATION/STRU	CTURE:	
٠.		Indicate the organizational structure		Fill in only one section on this page. Use Attachment A if more space is
		required.		
	\checkmark	Corporation Date incorporated: 1	<u>0/31/2002</u>	State of incorporation: Delaware
		List corporation's current officers:	President:	Santiago Galaz
		•	Vice Pres:	Bill Barthelemy
			Secretary:	Anthony Sabatino
			Treasurer:	Andy Henry
		Type of corporation: C ✓ Sub	ochapter S	
		Is the corporation authorized to do b	ousiness in C	alifornia: ☑ Yes □ No
		If Yes , after what date:		
		ii 100, aitoi wiiat date.		

Contractor Standards Form Revised: April 5, 2018 Document No. 841283_4

Is your firm a publicly traded corporation?	✓ Yes	✓ No	
If Yes , how and where is the stock traded? <u>s</u>	Stockholm, Sweeden		
If Yes, list the name, title and address of those	se who own ten percer	nt (10 %) or more	of the corporation's stocks:
Do the President, Vice President, Secretary interests in a business/enterprise that perform	and/or Treasurer of y	our corporation h	nave a third party interest or other finan
If Yes, please use Attachment A to disclose.			
Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:b. Number of nonvoting shares:			
c. Number of shareholders: d. Value per share of common stock:		Par	<u> </u>
d. Value per share of common stock.		Book	\$
		Market	\$
Limited Liability Company Date formed: _	C+	ata of formation:	
Limited Liability Company Date formed		ate of formation.	
List the name, title and address of members	who own ten percent (10%) or more of	the company:
Partnership Date formed:	State of formation:		
List names of all firm partners:	State of formation.		
<u> </u>			
			D (1.1.1
List all firms you have been an owner, partne a publicly traded company:	r or officer with during	the past five (5) y	years. Do not include ownership of stoc
Joint Venture Date formed:			

List each firm in the joint venture and its percentage of ownership:

No	te: To	be responsive, each member of a Joint Venture or Partnership must complete a separate Contractor Standards form.
E.	FINA	ANCIAL RESOURCES AND RESPONSIBILITY:
		Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold? ☐ Yes ☑No
		If Yes , use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
		In the past five (5) years, has your firm been denied bonding? ☐ Yes ☑ No
		If Yes, use Attachment A to explain specific circumstances; include bonding company name.
		In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal? Yes No
		If Yes , use Attachment A to explain specific circumstances.
		In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? Yes No
	L	If Yes , use Attachment A to explain specific circumstances.
	5. _	Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? ☐ Yes ☑ No
		If Yes , use Attachment A to explain specific circumstances.
		Are there any claims, liens or judgements that are outstanding against your firm? ☐Yes ☑No
	I	f Yes, please use Attachment A to provide detailed information on the action.
	7.	Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.
		Name of Bank: Bank of America
		Point of Contact: Juliana Merola
		Address:
		Phone Number: (646) 743-2241

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

		perform.				
	9.		siness in the City of San Diego, a current Business 7 Treasurer's Office. If you do not have one at the			
		Business Tax Ce	rtificate No.: B2003017584	_ Year Issued: _	2019	
F.	PEI	RFORMANCE HIS	TORY:			
	1.	agreement, for de) years, has your firm been found civilly liable, eith efaulting or breaching a contract with a governmen [No		w or pursuant to the terms	of a settlement
		If Yes, use Attach	nment A to explain specific circumstances.			
		•) years, has a public entity terminated your firm's c] No	contract for cause	prior to contract completion	1?
		If Yes, use Attach	nment A to explain specific circumstances and prov	vide principal con	tact information.	
	3.	breach of contract	5) years, has your firm entered into any settlement, or fraud with or against a public entity? No	nt agreement for	any lawsuit that alleged co	ontract default,
		If Yes, use Attach	nment A to explain specific circumstances.			
	4.	contract, breache	ntly involved in any lawsuit with a government age ed a contract, or committed fraud? ☑ No	ency in which it is	s alleged that your firm has	defaulted on a
		If Yes , use Attach	nment A to explain specific circumstances.			
	5.	been debarred, d contract for any re	years, has your firm, or any firm with which any of y isqualified, removed, or otherwise prevented from eason?			
		If Yes, use Attach	nment A to explain specific circumstances.			
	6.	In the past five (5) years, has your firm received a notice to cure or	a notice of defaul	t on a contract with any pub	lic agency?
		□Yes 🔽	⊡No			
		If Yes, use Attach	nment A to explain specific circumstances and how	the matter resol	ved.	
	7.	Performance Ref	erences:			
			mum of three (3) references familiar with work per ion within the last five (5) years.	formed by your f	irm which was of a similar s	ize and nature
		ease note that any lichis form.	references required as part of your bid/proposal su	ubmittal are in ad	dition to those references re	equired as part
		Company Name:	Metropolitan Water District (MWD)			
Carr	·+====+	ton Stondondo Ec.				

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to

Contractor Standards Form Revised: April 5, 2018 Document No. 841283_4

		Contact Name and Phone Number:	
		Contact Email: tbenito@mwdh20.com	
		Address: 700 N. Alameda St. Los Angeles, CA 90010	
		Contract Date: 2015- Current	
		Contract Amount: 9 Million Annually Protection of facilities, emergency response, escorting, visitor assistance, secure areas, crowd control & systems monitoring	
		Requirements of Contract:	
		Company Name:Los Angeles County Sheriff's Department	
		Contact Name and Phone Number:	
		Contact Email:	
		Address: 320 W. Temple Street, Rm # B89 Los Angeles, CA 90012	
		Contract Date: 1983- current	
		\$18 Million Annually	
		Contract Amount:	
		Company Name: City of Sacramento	
		Contact Name and Phone Number: Ashley Petralli 916-808-5749	
		Contact Email: apetralli@cityofsacramento.org	
		Address: 915 I Street 2nd Floor, Sacramento, CA 95814	
		Contract Date:	
		4 Million Annually Contract Amount:	
		Requirements of Contract:crowd control, visitor assistance, protection of facilities (entire City contract)	
G.	СО	OMPLIANCE:	
	1.	In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminal found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any fe local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and permitting, and licensing laws? Yes No	deral, state, or
		If Yes , use Attachment A to explain specific circumstances surrounding each instance. Include the name of the the specific infraction(s) or violation(s), dates of instances, and outcome with current status.	entity involved,
	2.	In the past five (5) years, has your firm been determined to be non-responsible by a public entity? ☐ Yes ✓ No	

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY

1	n	n the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or materianisrepresentation to a private or public entity?]Yes ☑No
		Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s) lates, outcome and current status.
2	ir C	n the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government ontract? Yes
		Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s) ates, outcome and current status.
3	S	n the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal tate, or local crime of fraud, theft, or any other act of dishonesty? ☐Yes ☑No
		Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s) lates, outcome and current status.
2		Oo any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
		□Yes ☑No
	lf `	Yes, please disclose the names of those relatives in Attachment A.
I. BU	JSINE	ESS REPRESENTATION:
		. Are you a local business with a physical address within the County of San Diego? ☑ Yes □No
		. Are you a certified Small and Local Business Enterprise certified by the City of San Diego? ☑Yes ☑No
	С	Certification #_N/A
	3	 Are you certified as any of the following: a. Disabled Veteran Business Enterprise Certification # N/A b. Woman or Minority Owned Business Enterprise Certification # N/A c. Disadvantaged Business Enterprise Certification # N/A
 	n the ocal r	E COMPLIANCE: past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state o prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment A to explain the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A				
Address:				
Contact Name:	Phone:		Email:	
Contractor License No.:		DIR Registration	No.:	
Sub-Contract Dollar Amount: \$	(per year) \$		(total contract term)
Scope of work subcontractor will perf	orm:			
Identify whether company is a subcor	ntractor or supplie	r:		
Certification type (check all that apply	y):_DBE _DVBI	E □ELBE □MB	E □SLBE□W	/BE □Not Certified
Contractor must provide valid proof o	f certification with	the response to the	ne bid or propo	sal to receive
participation credit.				
Company Name:				
Address:				
Contact Name:	Phone:		Email:	
Contractor License No.:		DIR Registration	No.:	
Sub-Contract Dollar Amount: \$	(per year) \$		(total contract term)
Scope of work subcontractor will perf	orm:			
Identify whether company is a subcor	ntractor or supplie	r:		
Certification type (check all that apply	y):_DBE _DVBI	E _ELBE _MB	E _SLBE_W	/BE □Not Certified
Contractor must provide valid proof o	f certification with	the response to the	ne bid or propo	sal to receive
participation credit.				

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

Μ.	TYPE OF SUBMISSION: This document is submitted as:
	✓ Initial submission of Contractor Standards Pledge of Compliance
	☐ Initial submission of Contractor Standards Pledge of Compliance as part of a Cooperative agreement
	☐ Initial submission of Contractor Standards Pledge of Compliance as part of a Sole Source agreement
	☐ Update of prior Contractor Standards Pledge of Compliance dated

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Kelly Senados, CPP, Area Vice President	Leyrifin	10/10/19	
Name and Title	Signature	Date	

City of San Diego CONTRACTOR STANDARDS Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

EXCEPTIONS

As your current provider we negotiated the current contract and the exceptions that we are proposing are the same that we currently have in place. We appreciate the generally fair and common sense approach in the Request for Proposal (10089563-20-J). Accordingly, Our bid is submitted with the understanding that these items will be incorporated into any agreement (the "Agreement") between the City of San Diego. ("Client") and Securitas Security Services USA, Inc. ("Company") and be controlling. Please note these exceptions were negotiated in our current contract.

Thank you. We look forward to working with you towards a mutually-acceptable contract.

- 1. Exception to Section 4.2 of the General Contract Terms and Provisions: Either party may terminate the Agreement without cause or penalty upon thirty days' written notice. Rationale: We believe it is important and fair for both parties to have a right to terminate for convenience, and it is typical for us to have such a right in our client contracts. That being said, we understand the City of San Diego may be concerned with its ability to secure another provider if Company terminates the contract for convenience. To alleviate this concern, we can discuss increasing the notice period if the City of San Diego likes.
- 2. Exception to Sections 6.1 and 6.2 of the General Contract Terms and Provisions: Company only agrees to assign to Client intellectual property rights to items generated or developed specifically and exclusively for Client under the Agreement. All other intellectual property related to Company's performance under the Agreement will remain the exclusive property of Company.

Rationale: Because we have invested significant resources into our intellectual property, we just need to clarify that we will only transfer intellectual property rights to items created specifically and exclusively for the City of San Diego.

3. Exception to Section 7.1 of the General Contract Terms and Provisions: Company will defend, controlling such defense, and indemnify Client, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by the negligence of Company while acting within the scope of its specified fullies

Rationale: Security providers should always strive to provide excellent security services to all their clients, but even the best security services cannot prevent all claims and losses from occurring. We believe it is fair for security providers to be responsible for claims and losses related to their security services to the extent the claims and losses result from their faulty conduct (e.g., negligence). However, if a security provider performs its duties diligently and without fault, we do not believe it is generally fair for the security provider to be responsible for claims and losses that still happen to occur. The City of San Diego's contractual defense/indemnity language is a little broader than the desired, proportional, fault-based defense/indemnity standard.

4. Exception to Section 7.1 of the General Contract Terms and Provisions: Company's liability will in no event exceed \$2 million. Further, Company will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Company's reasonable control, or (c) injuries or deaths arising from any conditions of Client's premises.

Rationale: Security providers are not insurers, and for catastrophic losses, it makes more economic sense for clients to turn to their own insurers at some point (no one knows the likelihood of catastrophic damages and the amounts of such damages better than the client, and therefore, no one is better suited to insure against such damages than the client). Accordingly, we believe it is generally fair for contracts to contain reasonable monetary liability caps (e.g., \$2M) and limitations on liability for certain, special types of damages (e.g., consequential damages, damages arising from force majeure events, premises liability, etc.). Such limitations of liability can be made mutual to protect the City of San Diego as well.

- 5. Clarification to Section 7.2.5.1 of the General Contract Terms and Provisions: Additional insureds will only be covered by Company's insurance for liability assumed by Company in these Exceptions, subject to the terms of Company's insurance.
- Rationale: We have no problem adding the City of San Diego as additional insureds to our liability insurance. However, case law suggests that if we add additional insureds without clarifying what this coverage entails, we may be covering additional insureds under our insurance policies for claims caused by additional insureds, possibly even claims caused 100% by additional insureds, regardless of what the indemnity obligations state. We do not believe a fair-minded client like the City of San Diego would expect such a result, and this additional insured qualification simply clarifies that additional insureds will only be covered by our insurance for liability assumed by us in the agreement.
- 6. Clarification to Section 7.2.5.1 of the General Contract Terms and Provisions: Company will provide additional insured endorsements CG 20 10 04 13 and 20 37 04 13. Rationale: We would like to clarify that we only provide these additional insured endorsements.
- 7. Clarification to Section 7.3 of the General Contract Terms and Provisions: Client acknowledges that Company's deductibles/self-insured retentions (GL \$500K; AL \$750K; P \$500K; WC \$1 million) are acceptable.

Rationale: Per this Section, we are declaring our self-insured retentions.

8. Addition to Article XIII of the General Contract Terms and Provisions: Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

Rationale: We generally request a mutual waiver of claims for damages arising from acts of terrorism, which increases the chances that our SAFETY Act liability protection will apply in our favor and the City of San Diego's. Accordingly, such a waiver is in the interest of both parties.

9. Addition to Article XIII of the General Contract Terms and Provisions: Any equipment/software provided by Company, and information gathered therewith, in connection with Company's services is for Company's use and will always be Company property. Company is not selling or leasing any of the equipment/software to Client, and Company will remove its equipment/software upon termination of the Agreement.

Rationale: For the avoidance of doubt, and for licensing purposes, we try to clarify that the equipment we are providing belongs to us. We have experienced some clients who mistakenly think they get to keep the equipment when the services are terminated.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Kelly Senados, CPP, Area Vice President	Leyrigh	10/10/19	
Print Name, Title	Signature	 Date	

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. <u>Duty to Comply with Equal Opportunity Outreach Plan</u>. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

Equal Opportunity Contracting Goods, Services, & Consultant RFP Revised 1/1/2016 OCA Document No. 1208380

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK	ONE	BOX	ONLY.

П	The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
V	The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
		Please see next page for response			
				lix = j	

Contractor Na	me: Securitas Security Service	s USA,	Inc.
Certified By	Kelly Senados, CPP,	Title	Area Vice President
5011111012	Lugufun		
		_ Date	September 26, 2019
	Signature		



Securitas USA is the target of various lawsuits/complaints in the ordinary course of business. Usually, Securitas USA is named in these lawsuits as a result of its presence on the property and the assumption Securitas USA is insured. These lawsuits/complaints are often without merit and/or unrelated to the nature of the services Securitas USA provides. We do not believe these claims materially affect the company or should be considered an indication of a pattern of troubled performance.



EOC Work Force Report (rev. 08/2018)

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED.

		CONTRACTOR	RIDENTIFICATION	V				
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Contractor: ☐ Construction □ Vendor/Supplier ☐ Financial Institution ☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Securitas Security Services USA, Inc.							
Name of Company: Secu	iritas Security Service	es USA, Inc.						
ADA/DBA:								
Address (Corporate Head	quarters, where appli	cable): 9 Campus D	Orive otv	New Je	ersev 21 07054			
nal1 273-	267-2021	ounty:	Face Normal 27	3-397-2021	zip: 07054			
Name of Company CEO:	Santiago Galaz		Pax Number:					
Address(es), phone and fa Address: 1550 Hotel Circ	ax number(s) of com		d in San Diego County	(if different fro	om above):			
City: San Diego	·C	county: San Diego		State: CA	Zip: 92108			
Telephone Number: 619-	641-0049	Fax Number: 619	-285-8220	Email: kelly.senados@securitasinc.con				
Type of Business: Secur The Company has appoin	ity Services		Type of License:	Private Patrol	Operator (PPO 14827)			
The Company has appoin	ted: Stacey Jenkins							
employment and affirmate Address: 1550 Hotel Circumstrates 1550 Hotel Circumsters 1519-	tive action policies of cle North, Suite 440 641-0049			1,7	wray@securitasinc.com			
reseptione ridinoes.								
		One San Diego (Branch Work Fo		ocal County)	Work Force - Mandator			
		Managing Offic						
	_	munaging offic	e work rorce					
January Konstant			e that applies to this W					
*Submit a separa	te Work Force Repor	t for all participatin	g branches. Combine	WFRs if more th	nan one branch per county.			
I, the undersigned repres	entative of Securitas	Security Services US	SA, Inc.					
San Diego County		, CA	(Firm Name)	hereby certify	that information provided			
(County herein is true and correct			State)	of 26	, 20. 19			
-	uh-	executed on this			rea Vice President			
	zed Signature)		1	uthorized Signat				
(Authoriz	ea signature)		(Fillie	atmontzea signat	are wante)			

1017

Form Number: BBo5

WORK FORCE REPORT – Page 2 NAME OF FIRM: Securitas Se	curity Ser	vices U	SA, Inc							D	ATE; 0	9/26/1	9	
THE OT LIMIN	San Diego								COUNTY		n Dieg			
INSTRUCTIONS: For each occuprovided, Sum of all totals shoutime basis. The following group	ld be equa	I to vo	ur total	work f	orce. I	nclude	all thos	se empl	oved by	y ethr	nic grou compan	ıp. Tot y on ei	al colui ther a f	nns in ull or pa
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1	3								5	3	1.0	
Professional											-24			
A&E, Science, Computer														
Technical														
Sales						- Williams								
Administrative Support	2		9	1	5	4								
Services						-		للستر						
Crafts					JI I									
Operative Workers					1									
Transportation									18					
Laborers*							and the same of th							
*Construction laborers and other f	ield employ	ees are 1	not to be	include	d on thi	s page								
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Disabled														
Non-Profit Organizations Only	y:													1
Board of Directors					14									
Volunteers		The same of the sa										-		
Artists														

WORK FORCE REPORT - Page 3 NAME OF FIRM: Securitas Security Serv	ices USA,	Inc.		No some						DAT	EE: 09/	26/19		
OFFICE(S) or BRANCH(ES): San Dieg	0							CO	UNTY:		Diego			
NSTRUCTIONS: For each occupational provided. Sum of all totals should be eatine basis. The following groups are to	qual to v	our to	tal wor	k force	. Inclu	ide all	those e	employ	ed by y	ethnio our co	group mpany	. Tota on eit	l colur her a f	ons in ull or p
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Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers									71					
Drywall Installers, Ceiling Tile Inst														
Electricians			1 4											
Elevator Installers														
First-Line Supervisors/Managers										1 ==				
Glaziers														
Helpers; Construction Trade	1				177									
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers Security Guards & Surveillance Officers	181	43	319	78	41	5	2		10	1	222	43	37	8
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Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-											
Workers, Extractive Crafts, Miners														
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Grand Total All Employees		99				o car								
Indicate By Gender and Ethnicity the N			e Empl	oyees '	Who Ai	e Disa	bled:	T	1		c	A	T	
Disabled	3	1		Ami							6	1		



Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county2. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

Types of Work Force Reports:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- 3 Managing Office Work Force
- *Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories - Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers **Business Operations Specialists Financial Specialists Operations Specialties Managers** Other Management Occupations **Top Executives**

Professional

Art and Design Workers Counselors, Social Workers, and Other Community and Social Service Specialists Entertainers and Performers, Sports and Related Workers Health Diagnosing and Treating Practitioners Lawyers, Judges, and Related Workers Librarians, Curators, and Archivists Life Scientists Media and Communication Workers Other Teachers and Instructors Postsecondary Teachers Primary, Secondary, and Special Education School Teachers **Religious Workers** Social Scientists and Related Workers

Architecture & Engineering, Science, Computer Architects, Surveyors, and Cartographers **Computer Specialists** Engineers

Mathematical Science Occupations

Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians Health Technologists and Technicians Life, Physical, and Social Science Technicians Media and Communication Equipment Workers

Sales

Other Sales and Related Workers **Retail Sales Workers** Sales Representatives, Services Sales Representatives, Wholesale and Manufacturing Supervisors, Sales Workers

Administrative Support

Financial Clerks Information and Record Clerks Legal Support Workers EOC Work Force Report (rev. 08/2018)

Material Recording, Scheduling, Dispatching, and Distributing Workers Other Education, Training, and Library Occupations Other Office and Administrative Support Workers Secretaries and Administrative Assistants Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers Cooks and Food Preparation Workers **Entertainment Attendants and Related** Workers Fire Fighting and Prevention Workers First-Line Supervisors/Managers, Protective Service Workers Food and Beverage Serving Workers **Funeral Service Workers** Law Enforcement Workers Nursing, Psychiatric, and Home Health Aides Occupational and Physical Therapist Assistants and Aides Other Food Preparation and Serving Related Workers Other Healthcare Support Occupations Other Personal Care and Service Workers Other Protective Service Workers Personal Appearance Workers Supervisors, Food Preparation and Serving Workers Supervisors, Personal Care and Service

Crafts

Workers

Attendants

Construction Trades Workers Electrical and Electronic Equipment Mechanics, Installers, and Repairers **Extraction Workers Material Moving Workers** Other Construction and Related Workers Other Installation, Maintenance, and Repair Occupations **Plant and System Operators** Supervisors of Installation, Maintenance, and Repair Workers Supervisors, Construction and Extraction Workers Vehicle and Mobile Equipment Mechanics, Form Number: BBo5

Transportation, Tourism, and Lodging

Page 5 of 7

Installers, and Repairers Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons Brickmasons and Blockmasons

Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers

Floor Layers, except Carpet, Wood and Hard

Tiles

Floor Sanders and Finishers

Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers

Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers

Tapers

EOC Work Force Report (rev. 08/2018)

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of

Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and

Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and

Steamfitters

Roofers

All other Construction Trades

Form Number: BB05

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers Mechanical Door Repairers Control and Valve Installers and Repairers Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators Pile-Driver Operators Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance Paperhangers

Pipelayers and Plumbers

Pipelayers Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers Welders, Cutter, Solderers and Brazers Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE

EQUAL OPPORTUNITY CONTRACTING LIVING WAGE PROGRAM

1200 Third Avenue, Suite 200, MS 56P, San Diego, CA 92101 Phone (619) 236-6000 Fax (619) 236-5904 sandiego.gov/purchasing/programs

COMPANY INFORMATION	
Company Name: Securitas Security Services USA, Inc.	
Company Address: 1550 Hotel Circle North, Suite 440, San Diege	o, CA 92108
Company Contact Name: Kelly Senados, CPP, Area Vice Preside	nt Contact Phone: 619-861-2499
CONTRACT INFORMATION	
Contract Number (if no number, state location): 10089563-20-J	Start Date:
Contract Title (or description: Public Utilities Department	End Date:
Socurity Guard Sorvices	

Purpose/Service Provided: Security Guard Services

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate of \$12.45 and health benefits rate of \$2.50 (adjusted annually on July 1).
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash.
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used.
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act.
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO.
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO.
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.
- (h) Perform at least fifty percent (50%) of the work with its own employees.
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CON	TRACTOR CERTIFICATION
By signing, the contractor certifies under penal the requirements of the Living Wage Ordinance	ty of perjury under laws of the State of California to comply with e.e.
Kelly Senados, CPP	Area Vice President
Name of Signatory	Title of Signatory
Luyreh	10/10/19
Signature	Date

	FOR OFFICIAL CITY	USE ONLY
Date of Receipt:	LWO Analyst:	Contract Number:



Worldwide security experience, integrated locally.

The City of San Diego Security Guard Services for Public Utilities Department Solicitation Number: 10089563-20-J Due Date: October 16, 2019

Securitas Security Services USA, Inc.

1055 Hotel Circle North Suite 440, San Diego, CA 92108 (619) 861-2499 / www.securitsainc.com / PPO #14827



Acknowledgement of Addendums

We acknowledge that we have received the following:

Addendum A on 10/04/19



2.2 Exceptions

As your current provider we negotiated the current contract and the exceptions that we are proposing are the same that we currently have in place. We appreciate the generally fair and common sense approach in the Request for Proposal (10089563-20-J). Accordingly, Our bid is submitted with the understanding that these items will be incorporated into any agreement (the "Agreement") between the City of San Diego. ("Client") and Securitas Security Services USA, Inc. ("Company") and be controlling. Please note these exceptions were negotiated in our current contract.

Thank you. We look forward to working with you towards a mutually-acceptable contract.

1. Exception to Section 4.2 of the General Contract Terms and Provisions: Either party may terminate the Agreement without cause or penalty upon thirty days' written notice.

Rationale: We believe it is important and fair for both parties to have a right to terminate for convenience, and it is typical for us to have such a right in our client contracts. That being said, we understand the City of San Diego may be concerned with its ability to secure another provider if Company terminates the contract for convenience. To alleviate this concern, we can discuss increasing the notice period if the City of San Diego likes.

2. Exception to Sections 6.1 and 6.2 of the General Contract Terms and Provisions: Company only agrees to assign to Client intellectual property rights to items generated or developed specifically and exclusively for Client under the Agreement. All other intellectual property related to Company's performance under the Agreement will remain the exclusive property of Company.

Rationale: Because we have invested significant resources into our intellectual property, we just need to clarify that we will only transfer intellectual property rights to items created specifically and exclusively for the City of San Diego.

3. Exception to Section 7.1 of the General Contract Terms and Provisions: Company will defend, controlling such defense, and indemnify Client, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by the negligence of Company while acting within the scope of its specified duties.

Rationale: Security providers should always strive to provide excellent security services to all their clients, but even the best security services cannot prevent all claims and losses from occurring. We believe it is fair for security providers to be responsible for claims and losses related to their security services to the extent the claims and losses result from their faulty conduct (e.g., negligence). However, if a security provider performs its duties diligently and without fault, we do not believe it is generally fair for the security provider to be responsible for claims and losses that still happen to occur. The City of San Diego's contractual defense/indemnity language is a little broader than the desired, proportional, fault-based defense/indemnity standard.

4. Exception to Section 7.1 of the General Contract Terms and Provisions: Company's liability will in no event exceed \$2 million. Further, Company will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Company's reasonable control, or (c) injuries or deaths arising from any conditions of Client's premises.



Rationale: Security providers are not insurers, and for catastrophic losses, it makes more economic sense for clients to turn to their own insurers at some point (no one knows the likelihood of catastrophic damages and the amounts of such damages better than the client, and therefore, no one is better suited to insure against such damages than the client). Accordingly, we believe it is generally fair for contracts to contain reasonable monetary liability caps (e.g., \$2M) and limitations on liability for certain, special types of damages (e.g., consequential damages, damages arising from force majeure events, premises liability, etc.). Such limitations of liability can be made mutual to protect the City of San Diego as well.

5. Clarification to Section 7.2.5.1 of the General Contract Terms and Provisions: Additional insureds will only be covered by Company's insurance for liability assumed by Company in these Exceptions, subject to the terms of Company's insurance.

Rationale: We have no problem adding the City of San Diego as additional insureds to our liability insurance. However, case law suggests that if we add additional insureds without clarifying what this coverage entails, we may be covering additional insureds under our insurance policies for claims caused by additional insureds, possibly even claims caused 100% by additional insureds, regardless of what the indemnity obligations state. We do not believe a fair-minded client like the City of San Diego would expect such a result, and this additional insured qualification simply clarifies that additional insureds will only be covered by our insurance for liability assumed by us in the agreement.

6. Clarification to Section 7.2.5.1 of the General Contract Terms and Provisions: Company will provide additional insured endorsements CG 20 10 04 13 and 20 37 04 13.

Rationale: We would like to clarify that we only provide these additional insured endorsements.

7. Clarification to Section 7.3 of the General Contract Terms and Provisions: Client acknowledges that Company's deductibles/self-insured retentions (GL - \$500K; AL - \$750K; P - \$500K; WC - \$1 million) are acceptable.

Rationale: Per this Section, we are declaring our self-insured retentions.

8. Addition to Article XIII of the General Contract Terms and Provisions: Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

Rationale: We generally request a mutual waiver of claims for damages arising from acts of terrorism, which increases the chances that our SAFETY Act liability protection will apply in our favor and the City of San Diego's. Accordingly, such a waiver is in the interest of both parties.

9. Addition to Article XIII of the General Contract Terms and Provisions: Any equipment/software provided by Company, and information gathered therewith, in connection with Company's services is for Company's use and will always be Company property. Company is not selling or leasing any of the equipment/software to Client, and Company will remove its equipment/software upon termination of the Agreement.



9



Rationale: For the avoidance of doubt, and for licensing purposes, we try to clarify that the equipment we are providing belongs to us. We have experienced some clients who mistakenly think they get to keep the equipment when the services are terminated.



2.6 Licenses as required in Exhibit B.

To perform the work described in these specifications, the proposer must hold a current Private Patrol Operators License (PPOL).

	License Number	Expiration Date	Name
Private Patrol	14827	06/30/2021	Securitas Security
Operators License			Services USA, Inc.



Renewal Certificate

Bureau of Security and Investigative Services P.O. Box 989002 West Sacramento, CA 95798-9002 (916) 322-4000

PRIVATE PATROL OPERATOR BRANCH

Registration No. PPB5566

Receipt No. 736

License No. PPO14827

SECURITAS SECURITY SERVICES USA, INC. 1550 HOTEL CIR N STE 440 SAN DIEGO, CA 92108-2933 Valid Until: 06/30/2021 Issue Date: 06/04/2003

In accordance with the provisions of Division 3: Chapter 11.5 of the Business and Professions Code, the branch office named hereon is issued a Private Patrol Operator Branch Certificate Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

1205.CERT05S.122016

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B2003017584

Business Name: Business Owner: Business Address: SECURITAS SECURITY SERVICES AND USA INC SECURITAS SECURITY SERVICES USA INC 1550 HOTEL CIRCLE NORTH #440 SAN DIEGO CA 92108-2933

SECURITAS SECURITY SERVICES AND USA INC 4330 PARK TERRACE DR

WESTLAKE VLG CA 91361-4630

Primary Business Activity:

Activity: SECURITY GUARDS & PATROL SERVICES

Secondary Business Activity:

Effective Date: 07/01/2019
Expiration Date: 06/30/2020

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IM WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



Certificate of Insurance (COI)

ACORD	CI	ERTI	FICATE OF LI	ABILI	TY INS	URANC	E		(MM/DG/YYYY) 1/2018
THIS CERTIFICATE IS IS CERTIFICATE DOES NO BELOW. THIS CERTIFI REPRESENTATIVE OR P	T AFFIRMAT	WELY C	R NEGATIVELY AMEN	D, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED E	TH YE	E POLICIES
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2.7 Reserved.



2.8 Additional Information as required in Exhibit B.

Company Organization, Staffing Plan and Resumes

Direction, oversight and accountability begin with our local branch operations team and field support. The San Diego Area has branch management offices in Mission Valley, Carlsbad, Temecula and El Centro. Each of our nine District Managers in this area operates with a dedicated operations team. They manage a portfolio of specific clients limited in size and specified by vertical market or geographic location. Setting up our business this way allows us to work closely with our clients.

As you incumbent security team, we will spend not time in transition, before the start of service our district manager, account supervisor, field service manager, field supervisors and flex officers are already trained on all your post orders, operating logs, security procedures and practices. They have become thoroughly familiar with the interior/exterior layouts of your site, and have built teamwork, cooperation and consistency between shifts and the entire Securitas USA team. Securitas will not change key individuals assigned to the Public Utilities Department's account without the prior approval.

Our site supervision is supported by additional management and technical expertise from our local branch resources.

- Flex Force
- District Manager
- Field Supervisors
- Human Resources Manager
- Recruiter

- Training Manager
- Scheduling Manager
- Accounts Payable/Accounts Receivable
- Force Area Vice President (AVP)

Area Vice President (AVP), Kelly Senados, CPP

San Diego Area Vice President, Kelly Senados helps to ensure the delivery of high quality client service through regular contact with clients. Ms. Senados evaluates service quality, supports area and branch offices in maintaining a consistent focus on high quality client service, and provides guidance in the retention of business. Ms. Senados has extensive experience in the security industry and is a Certified Protection Professional (CPP) designated by ASIS. She is a founding member of San Diego LEAPS (Law Enforcement and Private Security) and serves as on the board of San Diego CrimeStoppers.

The AVP also assists in the orientation of area and district managers, helps to see that area offices and branches have well qualified individuals who are properly trained to carry out Securitas' mission, coaches area and district managers in strengthening their competencies and developing and retaining business, and facilitates teamwork and the implementation of progressive change.

District Manager, Ryan Fullerton

Ryan Fullerton will be the dedicated district manager for The City of San Diego Public Utilities. He brings many years of experience in the Security industry and is dedicated to servicing critical infrastructure sites in San Diego. Mr. Fullerton will facilitate decisions to meet the needs of The City of



San Diego Public Utilities and will meet regularly with the client contact to evaluate service levels. He will also be responsible for implementing and refining our ongoing service plan.

At Securitas USA our District Managers are empowered by:

- Having fewer assigned clients (on average only 10–15 clients).
- Affording them time to become experts on the nature, challenges and goals of our clients.
- Having local proximity for rapid response without having to go through multiple approval levels.
- Having the benefit of getting to know the assigned Security Officers.
- Incentivizing them to develop long-term business relationships.
- Affording them the ability to understand and the freedom and expertise to execute.

Some of the responsibilities of our District Managers include:

Client visits

A Securitas district manager schedules regular visits with The City of San Diego Public Utilities to ensure contract compliance and satisfaction with our service.

On-site training

The district manager conducts both on-site and follow-up training in all basic and advanced security subjects as necessary.

Maintaining contact

District managers meet as necessary with client representatives to assist in performing the duties of our regular and special post orders.

Site development

District managers supervise, monitor and respond to security officers' requests for assistance, support and development. It is the responsibility of every district manager to strive to see that the security officers working at The City of San Diego Public Utilities have the skill sets, training, equipment, supplies and support necessary to fulfill their security responsibilities.

Account Manager, Michelle Koshnick

Securitas USA will recruit and hire a dedicated Account Manager for this contract. He/she will report directly to our District manager, Ryan Fullerton and will also interface with the Facilities Manager and/or contract representative at The City of San Diego Public Utilities on security services delivery, and is responsible for all Securitas personnel and services at The City of San Diego Public Utilities. The Account Manager promotes teamwork, cooperation and consistency among shifts, and is fully trained and thoroughly knowledgeable of all post orders, operating logs, procedures, practices and site interior/exterior layout.

Field Service Supervisors, Doug Johnson, Christopher Karlis

The Field Service Supervisors manages shift and/or segment of guarding operations at multiple sites at the direction of line management. Supervises Field Supervisors and other security personnel. Performs inspections and ensures that post orders are being followed. Coaches and trains personnel. Carries out administrative procedures in support of Branch operations.



Field Supervisors, James McCallister, Jeremy Jackson & Andrew Miriga

Spearheading field supervision and training for each branch office are the field supervisors, who function as non-resident supervisors. Field supervisors administer continuing training of the officers assigned to each facility. Since they are an important extension of the management team, proper selection and training are important. We have developed formal programs that include seminars, classroom training, video instruction and manuals designed specifically for field supervisors. Some of the responsibilities of our field supervisors include:

Field supervisor visits

A Securitas supervisor schedules visits with each post and monitors the quality of the security officers' performance and appearance.

Field supervisor on-site training

Field supervisors are available to conduct on-site and follow-up training in all security matters.

Field supervisor contact

Field supervisors meet frequently with a client representative to assist reviewing service levels.

Inspection reports

Field supervisors, when requested, inspect and leave reports on-site for the client's designated representative.

Incident reports:

Field supervisors must respond to security officer requests for assistance and review each Incident Report. An "Action Taken Report" on the incident is left on-site for review by your management representative.

Flex Force

Securitas uses a dedicated flex force team to fill unscheduled vacancies (e.g., illness, vacation) at your facility. Additional officers are trained at each of clients' sites to become fully knowledgeable of the required duties. They are on call 24 hours a day to be ready to respond to vacancies that may occur at your facility. Should the need arise for a large number of additional officers at a particular site, Securitas offices assist with a reserve force.

Human Resources Manager, Stacey Jenkins

The human resources manager leads the hiring and selection process for all employees; personally interviews each candidate for selection to work at The City of San Diego Public Utilities; and manages benefits, employee relations and recruiting.

Recruiter, Andrea Azain

The recruiter actively promotes the employment opportunities at Securitas through numerous sources and works with state and local placement agencies to offer employment opportunities to qualified individuals. These sources include college and university groups, placement services and government agencies.



Training Manager, Logan Mulvhille

The training manager guides the introduction process, site-specific training and continuous training program development; is responsible for the preparation of training materials, classroom presentation and site-specific training; reviews all operations at The City of San Diego Public Utilities to determine the best methods of delivering the training; identifies the appropriate training materials; schedules and conducts the training; and is responsible for supervisory and refresher training.

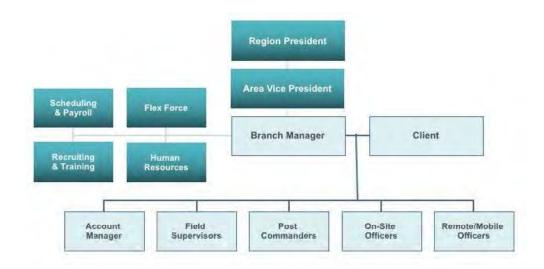
Scheduling Manager, Jason Leazer

Securitas USA has dedicated scheduling managers for each client we service. The San Diego Area employs over 990 fully trained security officers to ensure the staffing needs for all of our customers are met. Utilizing client specific hiring profiles developed by our management team, Securitas' scheduling managers continuously match security officers with the skills and experience needed to fill each post at each client we service

Accounts Payable/Accounts Receivable, Jennifer Blumenthal

This individual works with the client representative when a billing discrepancy arises, researches any billing issues, and tracks timely payment of all outstanding invoices. Branch payables and invoices are also processed for approval and payment.

Account Structure





Region Support Teams

Securitas consists of five geographic regions. The purpose of the region office is to guide and support the local branch offices that, in turn, support our officers at client sites. Placing resources at the local level, where they can be used most effectively, is part of our mission as the industry leader to add value by being closer to our clients and to our security officers.

While supervisors are the first point of contact for the security officer, they will, on rare occasions, have questions that need to be escalated to the region level by their supervisors





Securitas region support:

Region President (RP), Greg Anderson

The Region President is essentially the chief executive officer for the region, providing the leadership and vision that drives the quality of our service and promotes the success of the region. The RP directly oversees each of the area vice presidents in their support of the local branch offices. The RP develops client relationships, grows Securitas' business, and studies the industry. RPs work to improve both the financial performance of the region, as well as the level of service the region provides to its clients and officers.

Region Vice President (RVP), Steve Vitale

The RVP is responsible for initiating and maintaining professional-level contacts with prospective clients. The RVP carries the Securitas USA message to promote Securitas USA's reputation in the security industry and engage prospective clients, as well as looking for best operating practices and networking to identify prospective clients.

Vice President of Human Resources (VPHR), Lisette Valdes

This team member oversees all aspects of human resources for the region. The VPHR is the first point of contact for all benefits, compensation and general employee welfare questions that cannot be resolved by the branch office. The VPHR works closely with corporate employee relations staff and is a key point of contact for government agencies. Compliance, standards and auditing of personnel records are additional areas of responsibility.

Regional Director of Training and Development (RDTD), Virginia Hidalgo

The RDTD not only delivers training, but also trains the trainers. The RDTD meets with clients to help identify training needs, listens to suggestions and oversees all employee development programs in the region. In addition, RDTDs promote career development, administer the sweepstakes coupon program, and support all aspects of the "Excellence in Service" program.

Region Controller (RC), Ian Macdonald

This individual reviews the financial status of every Securitas client, and prescribes corrective measures, when necessary, based on the findings. However, far more often the RC acts proactively to build and maintain a quality business portfolio, robust offices, and strong regions. Many of the questions asked are directly related to compensation. By working to improve Securitas' financial management, the region controller helps to support everyone at Securitas.



Kelly Senados, CPP

Area Vice President, San Diego, Securitas Security Services USA, Inc.

Securitas Security Service, 30 years

Representative Assignments

- Area Vice President, San Diego
- General Manager, San Diego
- Branch Manager San Fernando Valley
- Branch Manager Albuquerque, NM
- Assistant Branch Manager San Francisco
- · Account Manager, Scheduler, Field Supervisor, HR Specialist, Security Officer
- Twenty five (25) years of progressive management experience with Securitas USA

Education/Training/Licensing

- FJC Business Management
- Ken Blanchard Executive Situational Leadership
- Professional Selling Skills (PSS)
- Securitas Executive Training graduate 2003
- Certified Protection Professional designation, ASIS

- Member, American Society for Industrial Security (ASIS) International 25 years
- Member, Chamber of Commerce San Diego, Temecula,
- Rotarian Since 1998
- Board Member, Crime Stoppers San Diego Vice President 2013. President since 2014
- Board Member, San Diego Law Enforcement and Private Security, President 2013
- Board Member, San Diego County Law Enforcement Foundation, Vice President 2013
- Fiscal Management Excellence Awards
- Technology Innovation Award 2011



Ryan Fullerton

District Manager, San Diego, Securitas Security Services USA, Inc.

Experience summary

Full profit and loss responsibility for all department operations. Manages operations efficiently and effectively to achieve service and profitability objectives. Maintains a positive, professional environment in full compliance with applicable laws, regulations, policies and procedures.

Representative Assignments

• District Manager, Securitas, San Diego Area

Education/Training/Licensing

- University of Pittsburgh 2009
- Communications/Sociology

Professional Affiliations

- Guard Card
- First Aid
- CPR

Michele A. Koshnick

Account Manager, San Diego Public Utilities Department

Experience summary

Currently I manage 4,000 hours a week of security coverage at 20 different SDPUD sites. Our main duties are access control and to deter terrorism threats with the department of Homeland Security. We do this with 120 plus security officers.

Representative Assignments

- Operations Manager US Security 3 years
- Corporate Training Manager US Security 1 year
- Underwriting Administrator Anthem Blue Cross Blue Shield 2 years
- Operations Manager Pinkerton/Securitas 17 years

Education/Training/Licensing

• Attended San Diego State University, two years

- CPR
- First Aid
- AED



Douglas Johnson

Field Service Supervisor, Securitas Security Services USA, Inc.

Experience summary

Supervise over 10,000 hours per week of service to over 25 clients. Most sites are critical infrastructure including banks, hospitals, government facilities, and residential. Interact with clients and security officers on a day-to-day basis ensuring that service delivery is exceeding standards set by management.

Representative Assignments

- Security Officer, Securitas 1 year
- Account Manager, Securitas 2 years

Education/Training/Licensing

- Middlesex Community College (Bedford, MA), General Education
- University of Massachusetts, Lowell, Finance

Christopher Karlis

Field Service Supervisor, Securitas Security Services USA, Inc.

Experience summary

Work with my team to supervise the officers with 10,000 hours per week of service to over 25 clients. These clients include but are not limited to, critical infrastructure including banks, hospitals, government facilities, and secured residential communities. Customer service with clients and security officers on a day-to-day basis ensuring that service delivery is exceeding standards set by management.

Representative Assignments

- Field Service Supervisor, Securitas present
- Site Supervisor, Securitas 1 year

Education/Training/Licensing

- CPR
- First Aid
- AED



Staci Jenkins

Securitas, San Diego Area Human Resources Manager

Experience summary

We have four offices in the San Diego area and provide protective services to pharmaceutical, HOA's, retail, construction, and other industries in our area. I manage the Human Resources department and manage all recruiting, talent acquisition, employee relations, and succession planning. We are committed to excellence in customer service by creating a culture that develops our team and being fiscally responsible.

Education/Training/Licensing

- MBA, Human Resources Management, Southern New Hampshire University
- B.A. Political Science/International Business, University of California, San Diego

Professional Affiliations

- SHRM SCP
- Reid's Interviewing and Interrogation Certification

Andrea Azain

Human Resource Specialist, Securitas Security Services USA, Inc.

Experience summary

My current role in the office is HR Specialist and I handle recruitment and on boarding required for San Diego security officer positions. I meet all federal and state requirements for officers and keep an organized record. I am licensed by the state to run fingerprints to submit to BSIS and keep all hiring orders filled while also striving to maintain a consistent flow of candidates.

Representative Assignments

• Human Resource Specialist, Securitas, At Present

Education/Training/Licensing

High School

- · Fingerprint Rolling Certificate
- CPR certified



Logan Mulvihill

Area Trainer, Securitas Security Services USA, Inc.

Experience summary

Responsible for the training and onboarding of all incoming San Diego security officers averaging 15-30 per week from orientation and new hire paperwork to security essentials. Provides engaging CPR training making sure all officers are within compliance and up to date. Cross collaborates with HR to help with interviews and qualifying incoming candidates.

Representative Assignments

Area Trainer, Securitas USA – San Diego, El Centro, Carlsbad, Temecula

Education/Training/Licensing

• Valparaiso University, International Business, B.A., Minor Mandarin, 2016

Professional Affiliations

· BLS Instructor

Jason Leazer

Scheduler, Securitas Security Services USA, Inc.

Experience summary

lwork clossly with security officers and account managers assiginging officers to specific sites this contsist of 4 clients sites with 130 employees..The portfolio consists primarily of critical infrastructure. I work closely with branch management to ensure service delivery meets or exceeds company standards.

Representative Assignments

- Patrol Officer, Securitas (Sea Colony) 05/13/08 02/02/10
- Patrol Officer, Securitas (Alere) 02/25/10 07/12/2011
- Dispatch, Patrol & Officer in Charge, Securitas (The Salk Institute) 04/13/13 05/22/15
- Patrol, Officer & Gate Officer, Securitas (City of San Diego PUD) 05/15/15 12/11/16

Education/Training/Licensing

High School

- Powers to arrest/weapons of mass destruction
- Public relations
- Observation and Documentation
- Communication And Its Significance
- · Liability and Legal Aspects



Jennifer Blumenthal

Area Coordinator, Securitas Security Services USA, Inc.

Experience summary

I manage Accounts Receivable by sending bill reminders/statements to clients, responding to client inquiries and preparing billing adjustments. I process all Accounts Payable invoices for the 3 area branch offices and charge expenses to the appropriate accounts. I coordinate client surveys to ensure the client is satisfied with on-site service and response from management.

Representative Assignments

- Area Coordinator, Securitas San Diego, El Centro, Carlsbad, Temecula
- Quality Assurance Manager, Securitas 11 years

Education/Training/Licensing

• San Diego State University, Nutrition/Health Sciences, B.S., 1997

- Social Engineering/Malware Certification
- Information Security Certification



Security Guards listed below have met the Background, Experience, Training and drug screening requirements for The City of San Diego Public Utilities Department Specific requirements. Copies of Guard Cards and Background Check are provided in a separate thumb drive file included along with the copy of the RFP response.

Security Guards	Guard Card	Expires
Abaineh, Tafesewerqy	G1656306	9/30/2021
Achuil, Tiop	G1355919	6/30/2020
Acosta, John	6396044	9/30/2020
Albone, Nathan	G6378136	5/31/2020
Alday, Auriel	1048636	4/30/2021
Alsultani, Mohammed	1870548	6/30/2020
Amare, GebreMicael	1746978	10/31/2019
Andrade, JuanAngel	1695304	9/30/2020
Archer, John	6345933	11/30/2019
Babb, Johnnie	1588694	4/30/2020
Barajas, Salomon	6350269	12/31/2019
Bautista, Ramon	1017257	3/31/2021
Benson, Timothy	6416135	1/31/2021
Brambila, Jorge	1525746	7/31/2020
Browning, Jeffrey	G1665950	12/31/2019
Caguiat, Danilo	1573231	11/30/2019
Calderon, Rodolfo	1601838	7/31/2020
Caldwell, Joshua	1834578	8/31/2021
Camarena, Edward	6369347	4/30/2020
Canlapan, Rex	1278320	3/31/2020
Carmody, Kristopher	G6390070	8/31/2020
Charne, Nathan	1362721	6/30/2021
Conner, Maggie	886056	8/31/2020
Cotton, Chester	1229519	2/28/2021
Crespo, Miguel	1748762	10/31/2019
Dahir, Ahmed	6325145	7/31/2021
Dahir, Mohamed	1444386	7/30/2020
De Ocampo, Emil	G1676599	4/30/2020
Diego Hernandez, Isidro	1476940	4/30/2021
Domingo, Edgardo	1708854	1/31/2021
Dorlaque, Matt	1931815	10/31/2019
Escobedo, Juan	6324796	7/31/2021



Security Officer	y Officer Guard Card			
Esqueda, Gabriel	6416180	1/31/2021		
Farah, Mohammed-Amin	6265699	6/30/2020		
Farias, Mikhail	1703992	10/31/2019		
Fraizer, Cedric	1797173	11/30/2020		
Gafor, Fahim	1483306	6/30/2021		
Gak, Peter	1290607	9/30/2020		
Garcia, Joe	1150543	9/30/2021		
Garcia, Manlio	615908	9/30/2021		
Garcia, Sandro	6441310	6/30/2021		
Garza, Amy	1589518	4/30/2020		
Gestiehr, Kenneth	1187031	1/31/2020		
Gill, William	6292692	12/31/2020		
Godoy, Luis	1730423	6/30/2021		
Graham, Cameron	1796994	10/31/2020		
Grimes, Michael	G6392043	8/31/2020		
Guajardo, Nico	6452980	8/31/2021		
Hamer, Emmit	292557	8/31/2020		
Hanson, Milagros	1201980	6/30/2020		
Herrera, Marco Antonio	1596635	6/30/2020		
Hicks, Sebastian	1295562	10/31/2020		
Houck, Maegan	G6287341	10/31/2020		
Hunt, Robert	1630354	2/28/2021		
Jackson, Dainnese	1504466	2/29/2020		
Johnson, Melvin	G1890840	11/30/2020		
Jones, William	G6435779	5/31/2021		
Kellar, Kenneth	1221493	6/30/2021		
Koshnick, Michele	G6312677	4/30/2021		
Langarica, Angel	1561881	2/29/2020		
Lutfi, Nibras	1829186	7/31/2021		
Madden, Nicholas	6457181	9/30/2021		



Security Officer	Guard Card	Expires
Mannion, David	6441541	6/30/2021
Marquez, Anthony	1449094	8/31/2020
Marquez, Hector	6408028	11/30/2020
Martinez, Alfredo	1480903	1/5/1900
Martinez, Alicia	1820614	5/31/2021
Martinez, Patricia	1486051	7/31/2021
Mask, Robbie	6367468	3/31/2020
Masterson, Harry	G1746716	10/31/2019
McCullough, DeCarlo	G6377909	5/31/2020
McIntyre, Stacy	779145	7/31/2020
Modicamore, Pasquale	1840740	10/31/2019
Mumper, James	1250494	5/31/2021
Ndaba, Jean Claude	1586808	3/31/2020
Nelson, Roderick	6410229	12/31/2020
Nisbet, Edward	389167	3/31/2020
Nur, Abdihalli	1582251	2/29/2020
Oraha, Suzi	G1537634	1/31/2021
Patty, Elizabeth	1741054	8/31/2021
Previe, Timothy	1706511	12/31/2020
Propson, Jenna	6434829	5/31/2021
Pusey, Michael	1513959	5/31/2020
Rabago, Alfredo	1603314	7/31/2020
Ramie, Richard	1450293	7/31/2020
Ramirez, Francisco	6327896	7/31/2021
Ramos, Roxan	1882055	9/30/2020
Renfro, Harley	G6427696	3/31/2021
Reynaga, Ismael	1941478	12/31/2019
Rios, Jesus	1317840	7/31/2021
Rios, Ronald	G1011424	10/31/2020



Security Officer	Guard Card	Expires
Rodriguez, Laura	6359176	1/31/2020
Ruvalcaba, Ada	1381116	2/29/2020
Sanchez, Heber	1575983	12/31/2019
Santiago, Paulo	1474029	3/31/2021
Sauber, Chris	1569023	10/31/2019
Schleis, James	1195803	5/31/2020
Scott, Jake	G1122371	3/31/2021
Shults, Jerry	1640979	7/31/2021
Stanley, Joe	1640015	5/31/2021
Suenishi, John	G6427381	3/31/2021
Sullivan, Patricio	1326838	8/31/2021
Taylor, Charles	1182713	4/30/2021
Thomas, Redmond	G6346144	11/30/2019
Thompson, Mike	6382255	6/30/2020
Tomas, Christopher	6429419	4/30/2021
Trotman, Jonathan	6447496	7/31/2021
Vicedo, Marco	1325129	10/31/2019
Williams, DeLoris	G1304213	3/31/2021
Williams, Jonte	6281594	9/30/2020
Wilson SR, Cameron	1203665	7/31/2020
Woodus, Aaron	1247463	7/31/2021
Yeager Jr, Richard	1417859	10/31/2019
Yepez, Daniel	6445196	7/31/2021
Zabell, Tim	1712579	2/28/2021



2.9 Reserved.



Tab B – Executive Summary and Responses to Specifications

2.10 A Title Page.

September 30, 2019

Janet Polite, Senior Procurement Contracting Officer
The City of San Diego Public Utilities, City Wide Security Services
1200 Third Ave, Suite 200
San Diego, CA 92101

Dear Ms. Polite,

Thank you for the opportunity to present our security service information to The City of San Diego Public Utilities for Security Services. We truly believe we are uniquely positioned as the best security service partner to provide top tier safety and protective services.

Securitas has developed a specific security plan that is designed to specifically speak to your unique needs. Our plan was developed by key Securitas managers, who collectively have decades of experience working directly in the San Diego area and abroad, with clients of similar scale and scope. These managers support virtually every relevant function necessary to ensure your security and public safety is achieved. These managers not only work in this area, they also call it home. This is important to us because it helps determine their integrity, reputation and success.

Our local San Diego effort is also supported by state, national and even global strength resources, unmatched by any other security service provider. Securitas is the most locally-focused security company in the United States, with over 600 local district managers and more than 80,000 security officers. This provides unmatched security solutions to meet the specific needs of businesses and includes the use of state-of-the-art security technology. Combined with extensive training and highly regulated safety practices, we truly feel we are the best prepared in our industry.

I am authorized to negotiate on of behalf of Securitas Security Services USA, Inc. and I am providing this response with completed forms bid.

Thank you again for your consideration to continue this partnership with Securitas Security Services USA, Inc. We would be proud to continue being your Security Officer Service Provider and hope for a favorable decision that would continue this partnership of excellence. We respectfully reserve our right to negotiate terms and conditions if we are selected as the winning bidder, and we look forward to working with you towards a mutually acceptable contract.

Sincerely,

Leyrifin

Kelly Senados, CPP, San Diego Area Vice President Securitas Security Services USA, Inc., PPO # 14827

1550 Hotel Circle North Suite 440 San Diego, CA 92108

619.641.0049 / www.securitasinc.com



2.11 Table of Contents

Cover Page	1
Tab A - Submission of Information and Forms.	2
2.1 Completed and executed Contract Signature Page	2
2.2 Exceptions	7
2.3 The Contractor Standards Pledge of Compliance Form	10
2.4 Equal Opportunity Contracting forms	22
2.5 Living Wage Ordinance Certification of Compliance	35
2.6 Licenses as required in Exhibit B.	36
Certificate of Insurance (COI)	37
2.7 Reserved	38
2.8 Additional Information as required in Exhibit B	39
Company Organization, Staffing Plan and Resumes	39
Region Support Teams	43
2.9 Reserved	55
Tab B – Executive Summary and Responses to Specifications	56
2.10 A Title Page.	56
2.11 Table of Contents	57
2.12 An Executive Summary	59
2.13 Proposer's response to the RFP	60
Introduction	60
Company History	61
Department of Homeland Security Certification and Designation (SAFETY) Act	62
Related Experience	64
Transition Plan	65
Service Initiation – Implementation	67
Transition Process	69
People	71
Benefits and Incentive Programs	
Enhanced Benefits	



Incentive Programs	83
Training	85
Securitas Center for Professional Development	85
Security Officer Training and Certification	86
E-Learning and the Securitas Online Academy	88
Advanced Certification Training (ACT)	89
Ongoing Professional Development	90
Annual Refresher Training	90
Additional Value-Added Training Solutions	91
Security Training Succession Plans	91
Supervisor Training	92
Additional Training Programs	93
Tools	96
Securitas Connect	96
Sample Reports	99
National Communications Center (NCC)	111
Post Confirmation System (PoCo [*])	112
Securitas Automated Field Enterprise System (SAFES)	113
Feedback	114
Tab C - Cost/Price Proposal	117



2.12 An Executive Summary

On behalf of the more than 90,000 employees that go to work each day for Securitas Security Services USA, Inc., thank you for the opportunity to propose our security services to The City of San Diego Public Utilities Department and continue our partnership. It is our goal to continue to demonstrate that we are the most qualified Protective Services Company to partner with you.

Why select Securitas Security Services to manage The City of San Diego Public Utilities Department Security contract?

Experience

More important than anything else, Securitas is intimately familiar with providing unarmed and armed security services for numerous contracts with similar scope. The following are a few examples: Metropolitan Water District (MWD), annual contract: \$7 million; County of Los Angeles Department of Health, annual contract: \$5.5 million and County of Los Angeles Facilities Services Bureau, annual contract: \$18.9 million. These facilities require expertise beyond the capabilities of the typical "guard" company.

Transition, Then Transformation

Transitions, regardless of scope, pose a variety of challenges. Identifying these challenges makes overcoming them a matter of process. Securitas has successfully executed transitions throughout the world at levels that are truly remarkable. Securitas managers are experts in transitions. In 2015, they transitioned over \$400 million in services from in-house private security and other contract security providers using our Excellence in Service process (Transition references are available upon request). This was accomplished without any major issues or disruption to our client's operations.

Transformation, not transitioning, is our ultimate goal. To transition your current security staff to our practices and then transform them to our comprehensive security solution, a number of items are scheduled. We introduce our experienced transition team, consisting of the Area Vice President of Operations, District Manager, Human Resources Manager, Recruiting Manager and Training Manager. These members oversee every area of the operation, helping to ensure all posts are understood, evaluated and enhanced to our standards of protection.

Hiring, Training, Benefits

Eight Step Hiring Process: Comprehensive job application, Securitas Employment Assessment Tool, Initial interview, Drug screening, Background verification, Assignment/scheduling meeting, Site interview with client (client can accept/decline candidates chosen for site) and Security officer introduction/questionnaire/exam.

Training Resources: Level 1 Training: Introduction to Security, Level 2 Training: Career Development, Site Specific Training (NERC CIP) and Advanced Certification Training (ACT), Level 3 Training: Specialized Training, E-Learning and the Securitas On-line Academy, Ongoing professional development, Annual refresher training, Value-added training solutions, Additional specialized training programs per industry/market and Supervisor training.

Employee Benefits: High officer turnover does not benefit The City of San Diego or Securitas. In addition to the wage, holiday pay and paid sick days, Securitas offers its employees the following employee benefits: medical plans that are Affordable Care Act (ACA) compliant, dental, vision, life insurance, free uniforms, service awards, corporate recognition, sons and daughters scholarship program, awards of merit. We pay our security officers weekly, using direct deposit or charge card. All of the above not only reduce turnover but also attract the more mature security officers whom also have the best work ethic. This helps both The City of San Diego and Securitas.

By utilizing these additional standards, The City of San Diego will get better officers with a higher percent passing screening faster. Securitas has the experience, the expertise and all of the tools and personnel to provide The City of San Diego Public Utilities Department with the contract security program that it needs to ensure the highest quality service.



2.13 Proposer's response to the RFP

Introduction

The security profession continues to expand, evolve and diversify. At Securitas, we listen carefully to our clients to explore, discover and offer alternative methods for providing services and resources that enhance security, increase safety, improve efficiencies and result in cost savings. The City of San Diego Public Utilities mission can be accomplished by leveraging the multiple services of Securitas Security Services USA, Inc. (Securitas).

As part of the leading international organization specializing in protective services based on people, technology and knowledge, Securitas offers a full spectrum of security services under the banner of **Securitas Protective Services**.

We are committed to providing security services for The City of San Diego Public Utilities, and to helping keep your people and property safe with a variety of tools. We feature The New Guarding with true solutions that create efficiency while saving both time and money.

Securitas understands the need to manage costs without compromising security. That's why we've developed The New Guarding, a three-dimensional approach to security. This innovative solution, or any combination of On-site Guarding, Remote Guarding and Mobile Guarding provides the most efficient, cost-effective solution for your security requirements.

Global Leader

We recognize that the primary objective of The City of San Diego Public Utilities is the selection of a security officer services provider. While Securitas' core competency is providing these services, we believe it also important to highlight our total solutions capabilities in order to demonstrate the value that Securitas will bring to The City of San Diego Public Utilities.

To make it as easy as possible for our clients, Securitas is now a single point of contact for their entire security solution. This includes On-site Guarding, Mobile Guarding, Remote Guarding, Electronic Security, Fire & Safety, and Corporate Risk Management – all offered by one company, a global leader in protective services, Securitas.

Securitas Protective Services offers:

- Security officers screened and trained to your requirements.
- The depth of knowledge and breadth of expertise you expect from your Protective Services partner.

Local Focus

These services are managed by our five geographic regions that guide and support our nearly 500 district managers and 90,000 security officers. With branch locations in every state, Securitas is by far the most locally-focused security company in the U.S.

Securitas is the only organization that offers this spectrum of guarding services and technology resources while providing a single point of contact for the client.

World Class

It is Securitas' ongoing goal to set the industry standard and continually raise the bar so that every employee, service and product surpass that standard for quality. To this end, we have implemented a comprehensive Total Quality Management approach. Measuring and improving client satisfaction is emphasized throughout our organization. To help ensure promised



quality, annual quality assurance surveys, (a part of our Excellence in Service program) are distributed by division level management.

We not only strive to solve your initial security issues, but also to leverage our knowledge to allow us to anticipate and prevent future exposures to your business risks. Pointing out issues is easy; preventing them, working with you proactively, will be our mission at The City of San Diego Public Utilities.

Core Values

Securitas' mission is to protect homes, workplaces and communities by providing the security they need to protect their assets, safeguard their people and maintain their ability to generate profits.

Company History

Securitas Security Services USA, Inc. (Securitas) is the largest provider of security officer services in the United States. Securitas USA has nearly 500 district managers throughout the U.S. Securitas employs approximately 90,000 security officers in North America. Securitas' revenues in 2015 were nearly \$4 billion.

Overview

The ultimate parent company of Securitas USA is Securitas AB, the world's largest provider of security services. Securitas AB has three business segments: Security Services North America, Security Services Europe and Security Services Ibero-America. Securitas AB is a publicly owned company headquartered in Stockholm, Sweden. Securitas AB has approximately 320,000 employees worldwide, with established operations in 54 countries and the ability to provide services in approximately 90 countries worldwide. Securitas AB has subsidiaries with business operations in North America, Europe, Latin America, the Middle East, Asia and Africa. Securitas AB's 2015 revenues were over \$10.06 billion.

About Securitas AB

Securitas AB had a visionary approach to security. The company had high ideals and set the standards for quality, service and professionalism that revolutionized the field. In 1934, when Securitas AB's founder, Erik Philip-Sörensen, established the forerunner of Securitas AB, a private security firm in Helsingborg, Sweden, he created a model for Western Europe of how a guarding company should operate. He pioneered training and developed a cooperative effort with the fire department to ensure that his guards possessed firefighting skills. In the late 1940s, after the two world wars, the demand for more advanced security services increased. Securitas Alarm was formed to offer technology as a complement to the guarding services. In 1972, all of Philip-Sörensen's companies were combined under the collective name of Securitas AB, the Latin word for security.

Securitas AB's high ethical nature is another distinguishing characteristic of the company. The firm's core values are summarized in three words–Integrity, Vigilance and Helpfulness. These are the guiding principles for Securitas AB and subsidiary employees. A logo with three red dots, representing each of the values, was created. It became the recognized symbol for Securitas AB in Sweden, and later throughout Europe and North America.



About Securitas Security Services USA, Inc.

In 1999, when Securitas AB entered the U.S. market by acquiring Pinkerton, the company became the largest security firm in the world. At the time, Securitas AB was already the leading protective services company in Europe, but few in America were aware of the firm's stature in the industry or the respect associated with its name.

Like Securitas AB, Pinkerton had a rich history dating back to 1850 in Chicago, when Allan Pinkerton, the "original private eye," founded the Pinkerton National Detective Agency. Pinkerton was employed to protect railroad property and first gained fame for exposing the activities of a band of counterfeiters. In 1861, he achieved national recognition when he uncovered and foiled a plot to assassinate Abraham Lincoln. Soon after the outbreak of the Civil War, Pinkerton helped organize a federal secret service, of which he became chief. His pursuits of notorious outlaws such as Jesse James, the Reno brothers, and the Wild Bunch (a group of bandits led by Butch Cassidy and the Sundance Kid) brought extraordinary visibility to his agency.

In 2000, Securitas AB acquired the legendary American private security firm, Burns International. Founded in 1909, the William J. Burns Detective Agency was also headquartered in Chicago. Burns was a man of integrity who had served as a national crime watchdog. During his career, he was known as "the greatest detective the U.S. had ever produced." In 1921, he was appointed director of the newly formed Bureau of Investigation that later became the FBI. Burns' drive, determination and commitment to service helped his company grow from a small detective agency to the second largest security provider in the U.S.

That same year, Securitas AB made a number of other U.S. acquisitions. First Security, American Protective Services, Doyle Protective Service, Smith Security, and APG Security were all purchased, giving the company a strong American foundation. The acquisitions also positioned Securitas USA as the market leader in the United States.

In July 2003, all of the U.S. guarding operations of Securitas AB united under the single name of Securitas Security Services USA, Inc.

Department of Homeland Security Certification and Designation (SAFETY) Act



After an extensive review by the Department of Homeland Security (DHS) of the service standards adopted and followed by Securitas Security Services USA, the DHS awarded Securitas, certain of its affiliates, its customers and subcontractors, the highest level of liability protection afforded by the SAFETY Act*. Securitas received both Designation and the higher level of protection, Certification, from the DHS on December 8, 2005.

Congress passed the SAFETY Act as part of the Homeland Security Act of 2002 to encourage the developments of anti-terrorism products and services by limiting liability from claims brought as a result of a DHS-designated

terrorist attack where approved anti-terror technology or services are deployed.

Briefly, here is how this protection benefits:

 The DHS certification of Securitas' security services under the SAFETY Act entitles Securitas to the Government Contractor Defense, which can eliminate liability for claims arising from designated acts of terrorism.



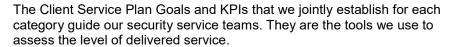
- The SAFETY Act extends the protection of the Government Contractor Defense when available
 to all parties in the supply chain, including all of Securitas' government and private sector
 customers and its subcontractors.
- DHS approved Securitas' SAFETY Act application by determining that the security services
 described in our application perform as intended, are safe for use and are an effective anti-terror
 technology. *For more information about the Department of Homeland Security and the SAFETY
 Act, visit www.safetyact.gov/

Service Excellence Through Specialization

We have identified five security performance categories that are addressed in developing a specialized service solution for each client - People, Procedures, Tools, Training and Feedback. The following sections of this proposal describe each part of this solution in detail.

The client-centered model below depicts how Securitas achieves specialized service solutions while using one common set of security service delivery management and measurement tools.

The Client Service Plan Goals and associated Key Performance Indicators (KPIs) are the tools we use to assess the level of delivered service. We will regularly review service results and delivery methods with The City of San Diego Public Utilities to assess how well the service solution meets your unique requirements.





When developing the specialized solution for The City of San Diego Public Utilities, we will identify the service team behaviors and desired results for each of the five security performance categories that will result in specialized service. For The City of San Diego Public Utilities, we will demonstrate our commitment to Service Excellence by preparing our service teams to be successful in meeting your specific physical security needs by establishing:

- Clear performance expectations.
- · Client-specific job descriptions.
- Clear procedures and job aids.
- Tools to equip and enhance the performance of our officers.
- Job-specific training and practice.
- Regular performance feedback.

This approach to managing performance utilizes our standard Service Excellence methods and tools for gathering data and assessing performance. The Securitas Service Excellence program is our national service platform that provides the framework for delivering world-class service. It tangibly demonstrates our commitment to service, service level management, and performance management.



Related Experience

Securitas USA's has maintained a partnership with L.A. County since 1983. In fact Securitas has been providing security service in the United States since 1850. We do business with over 80% of the Fortune 500 companies.

<u>Los Angeles County</u>- For over 25 years Securitas has managed significant portions of this County contract providing access control & weapons screening for County hospitals and 22 clinics and other facilities controlling pedestrian traffic flow of thousands of visitors, staff and vendors daily. This account has a dedicated District manager and full time dedicated Project Managers on site at the major hospital facilities. Patrol Field Supervisors monitor the 22 remote clinics providing oversight and training in various customer service and security related activities to 23 sites and 210 security officers

City of San Diego Public Utilities Department – Securitas USA has provided Security officer Services to all critical infrastructure sites of the public utilities department for The City of San Diego Public Utilities since 2015. Securitas provides approximately 3400 hours per week of guard service to 14 different locations throughout San Diego County. Securitas deployment of 80 dedicated security guards at these various locations consists of Gate Attendants, Access Control Officers, Command Center Operators, Mobile Patrol Drivers, Alarm Response Operators, Dam Protection Officers and Supervisors. We have dedicated roving supervisors who conduct unannounced site inspections. Inspection reports and shift activity reports are submitted electronically, in real time with Securitas Vision.

Securitas Vision is a secure and scalable web-based application using smart phones or tablet devices in the hands of the officers to help us bring innovation, accountability and efficiency to our clients. It is currently used at Scripps and The City of San Diego Public Utilities facilities. It can be deployed at a single property or across your entire organization, and combines incident management, tour verification, task scheduling, asset tracking and incident alert notification into one easy-to-use application to help enhance your security program. Incident reports, daily activity reports and maintenance order requests can be immediately directed to appropriate departments. Pass-down information, changes to post orders and daily duties can be easily tracked to document security. As an extra benefit, a security officer can easily take images to include with the Incident Report. With the smartphone device, the officer can also quickly make emergency phone calls to contact the Police or Fire department for emergency assistance. Securitas Vision saves time and confirms compliance of your security operations, policies, procedures and best practices, as well as improves communication and information sharing.



Transition Plan

As your incumbent security team, we will spend no time in *transition*. Security practices will continue with no threat of any learning curves, downtime or encountering sudden hurdles needed to be overcome. We do however share our Transition Plan and practices below. We do this with hopes of calling out how Securitas is not just transitioning our new contracts; we are transforming them. This practice is lost in other security providers within the industry, thus setting us apart in this area of contract fulfillment.

Transitions, regardless of scope, pose a variety of challenges. Identifying these challenges makes overcoming them a matter of process. Securitas has successfully executed transitions throughout the world at levels that are truly remarkable. To continuously improve our transition process, "best practices" and "lessons learned" are communicated to all levels of management to provide timely implementation.

Most new Securitas clients already have incumbent security personnel with whom the account transition team works with to ensure a successful change in service providers. We understand it is the face to face interactions, the relationships that are so very important during transitions. We work to provide confidence and assurance to all those involved.

In 2015, Securitas managers transitioned over \$400 million in security services.

Securitas managers are experts in transitions. In 2015, they transitioned over \$400 million in services from in-house private security and other contract security providers using our **Excellence in Service** process (Transition references are available upon request). This was accomplished without any major issues or disruption to our client's operations.

Securitas is well aware of the negative impact an inadequately designed and implemented transition can have on the continuity of operations of a client. Our team and our proven processes will help to provide a seamless transition at each facility.

Transition, then transformation

Transformation, not transitioning, is our ultimate goal. To transition your current security staff to our practices and then transform them to our comprehensive security solution, a number of items are scheduled. We introduce our experienced transition team, consisting of the Area Vice President of Operations, District manager, Human Resources Manager, Recruiting Manager and Training Manager. These members oversee every area of the operation, helping to ensure all posts are understood, evaluated and enhanced to our standards of protection. This team then works to develop a comprehensive transition and implementation plan for The City of San Diego Public Utilities.

The transition plan is formalized approximately 30 days prior to the "start of service" date. The implementation plan typically takes an additional 60 days from the start of service, depending on the scope of the project. In addition to security officers, value added programs are identified and introduced where applicable.



The current security industry categorizes Officers (*Guards*), actual boots-on-the-ground, and *Systems*, various technologies, into two *separate* categories, Securitas does not. We see both of theses as different tools utilized for the same purpose; to provide The City of San Diego Public Utilities with the most secure and cost efficient security program. A complete security plan is designed using both people and technology to create comprehensive security for your organization; thus transforming your security program into a modern, cost effective solution.

During the numerous transitions completed over many years, we have learned:

- To ask detailed questions and understand our clients' expectations.
- Communication with officers and key stakeholders regarding transition information is critical and must be timely. We create employee communications regarding transition activities to keep everyone informed.
- It is necessary to maintain flexibility regarding transition and implementation schedules. Clients' requirements and their environments are dynamic, periodic adjustments may need to be made.
- To fully document and disseminate internal transition reports in order to evaluate progress and make necessary improvements in our methodology.
- Performance measurement begins with transition; our clients expect to be kept fully informed regarding completion of critical transition milestones. At a minimum, weekly progress reviews are conducted with our clients.

Our transition plans have taken these "lessons learned" and incorporated them into a detailed schedule that becomes a living document. This framework represents our commitment to The City of San Diego Public Utilities and provides a measurable tool by which all parties can follow Securitas' progress.

Our transition objectives are the following:

- Enter into contract negotiations with The City of San Diego Public Utilities in good faith to efficiently and quickly finalize an executed service agreement.
- Establish communications with corporate and local The City of San Diego Public Utilities security representatives to receive early guidance during transition and contract operations.
- Conduct an Operational Analysis to determine the quality and effectiveness of security policies and procedures at each site covered by our service agreement.
- Customize our transition plan and develop milestones for activities and responsibilities.
- Implement an ongoing communications plan with all team members.
- Implement our recruitment, screening and selection programs for both new and incumbent employees.
- Conduct an assessment of job tasks, training needs and requirements and finalize our training program for The City of San Diego Public Utilities review/approval.
- Establish property control records and conduct an orderly transfer of any client-furnished equipment.
- Establish administrative, logistic and financial controls.



- Finalize our management and staffing plan with The City of San Diego Public Utilities management input.
- Review and revise general and post orders and other directives as needed.
- Develop and/or revise detailed job descriptions.

Service Initiation – Implementation

Securitas helps to remove transition concerns through process and planning accountability. This proven, formal process is documented in our 72 page **Securitas Service Excellence - Service Initiation Workbook**. The workbook, along with its companion guidebook, helps to ensure service starts smoothly and provides a foundation for ongoing success.

Topics include:

- Transition Plan (from contract signing to service start)
- Implementation Plan (first 60 days after service start)
- Periodic Hazard Assessment Checklist
- Post Order Requirements Survey
- Client Service Plan



Post Orders Distribution System (PODS)

As a result of the information captured by our Service Initiation Workbook, job descriptions, specific shift functions and an in depth review of your facility, post orders for your facility are developed by our management staff. Once SecuriMetrics approves the content of this information, your district manager will prepare the final document utilizing our Post Orders Distribution System (PODS). PODS is a proprietary software program that helps to ensure that all of the client's expectations are being met in the post orders. This template ensures consistency and provides our officers with the detailed information needed to perform their jobs to your expectations. The template is stored electronically so maintenance and updates can be performed easily and communicated to the security staff efficiently.

Securitas will maintain and update post orders with the client having final approval on an annual basis to ensure compliance. Additionally, on-site officers will be retrained on any procedural changes in the post orders as they occur.

Account Management Team

Organization charts will be opened and filled with incumbent, Securitas personnel and any new-hires necessary to fulfill the contract commitment. Organization charts will help easily frame management and reporting structure.

Retaining Incumbent Personnel

We recognize the value of incumbents' knowledge, skills and abilities and will seek to retain those personnel you request. Incumbents who are retained must successfully pass Securitas interviews, reliability testing, drug screening and reference checks to determine their eligibility for employment with Securitas.



Proactive Communication with Incumbent Personnel

Incumbent concerns regarding the transition to Securitas are mitigated through proactive, personal communications. After contract award, and with your prior notification and approval, we will implement the following activities:

- 1. Team Meeting (town hall style)
 - Brief introductory meeting to all available incumbents
 - Announce Securitas contract award and transition timetable
 - Introduction to Securitas and benefits of continuing employment
 - Answer questions, e.g., benefits, grandfathering vacations, etc.
 - Avenues of communication regarding transition concerns

Individual Meetings (one-on-one)

- · Meet with incumbent personnel and walk them through application process
- Introduce Securitas hiring process, timelines and hiring packet
- Answer questions and introduce possible retention offers
- 2. Follow-up Individual Meetings (one-on-one)
 - Answer follow-up questions and discuss any concerns
 - Face-to-face, email or phone based meeting, incumbent preference

Transition Newsletter

Communication, shared regularly and clearly helps smooth many activities that can be other wise stressful to a changing workforce. In addition to other communication tools, our newsletter provides for specific information to be shared for specific circumstances at any given site, post or unique location. Topics may include:

- Invitation to Apply
- Securitas Transition Team & Contact information
- Town Hall Meeting
- www.securitasjobs.com
- Transition Timeline
- Welcome to the Team
- Securitas Security Services USA, Inc.
- Rumor and Stress Control





Transition Process

The following activities help to deliver a contractually compliant, seamless transition.

- Ask critical questions to understand expectations, both corporate and local
- Communicate transition information in a timely manner (employee packets, newsletters)
- Maintain flexibility in transition timelines and implementation to changing needs
- Fully document and disseminate transition reports for evaluation and improvement
- Measure performance and provide you weekly progress reviews
- Solicit post-transition feedback for improvement opportunities
- · Have a branch team member present for the start of each shift including weekends
- · Daily visits, including the first time employees and visitors are on the site
- Review site specific training that has been performed
- Review personnel assigned to the site to ensure they meet standards
- Confirm all contract requirements met
- Meet weekly with The City of San Diego Public Utilities representatives for the entire implementation period
- Area Vice President will contact The City of San Diego Public Utilities representative twice during first two weeks
- Review first invoice with The City of San Diego Public Utilities representative (face-to-face)
- Cross-train personnel and backup personnel
- Document transition milestones

The following major milestones highlight our transition process. A detailed listing is included in the Securitas Service Initiation Workbook.

- Enter contract negotiations to efficiently and quickly execute a contract
- Establish contact with your representatives for transition guidance
- Establish immediate contact with incumbent officers and distribute a custom Transition Newsletter to minimize uncertainty
- Finalize the transition and implementation plans
- Assess quality and effectiveness of all security operations as requested
- Conduct operational needs assessment of each site and post as requested
- Initiate recruitment, screening and selection programs
- Assess job tasks, training needs and requirements, present final programs for your review/approval
- Setup property control records and transfer client-furnished equipment and material
- Initiate administrative, logistic and financial controls



- Finalize supervision and staffing plan with your input
- · Finalize directives, general and post orders as needed

Transition and Implementation Schedule

The following is an example of the precise and detailed schedule, start date and length of activities to take place during transition. It should be noted, great time and consideration is appropriated when customizing this schedule, as each client has unique needs and time allocations. Flexibility is also acknowledged throughout the schedule to ensure all activities are met and fulfilled to the satisfaction of both the client and Securitas. (See attachment for actual Excel file)

Transition & Implementation [Client]					Week														6
SECT	MIAS				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Activity	Start	Finish	Responsibility	7			-								-			
	Transition																		
1	Award adenario finalized, contract awarded; transition account to Securities on agreed date	1	1	Client, AVP & BM															
2	AVP and Branch Manager have been identified and contacted and informed of the site.	1	1	AVP & Branch Manager						-			1						
3	Activate Securitias Transition Management Team Teleconferences discussing the details of the transition plan action items.		-	AVP							1	1		-					
	will be conducted with all members of the transition team.	- 1	2	AVP										-					-1
4	Develop transition plan. Meet with. Security team to discuss transition and finalize transition plan.	1	1	BM & AVP														- 1	-
5	Conduct weekly Transition Team conference calls with all team reembers and client representatives to discuss progress			BM & AVP															
	on earth action item unlimed in liversition plan. Outline any concerns or obstacles to success.		~																
6	Meet with the client to present the Securitas USA Service Initiation Kit.	1	- 1	EM & HR Mgr.															
7	Conduct Operational Analysis	- 1	- 6	BM & HR Mgr														- 1	
8	Conduct Risk Management Salaty Inspection.	1	- 2	BM & HR Mgr.							_		-					_	
9	Complete Post Order Requirements Survey.	- 1	2	BM & HR Mgr.							_	-			1				-
10	Work with client to prepare Post Orders.	1	4	DM & HR Mgr.		-									100				
51	Prepare Hiring Profile	- 1	. 1	BM & HR Mgr.															
12	Order supplies and equipment.	. 1	- A	Admin, Coordinator								-							=
13	Order uniforms.	1	- 3	Admin. Corrdinator & HR Mgr					15		1_								
14	Review and prepare wage and benefit package.	2	3	BM HR Mgr														- 1	
15	Prepare sile specific training materials	1	4	BM & Trainer															
16	Prepare master schodule.	3	3	BM & Acct Mgr.															
17	Select Account Manager	3	3	BM & AVP-{Client															
16	Recruit and select officers based on client requirements, recruiting internally/externally.	- 1	4	Admin. Corrdinator & HR Mgr															
19	Meet with client to review Post Orders.	- 1	4	BM															
20	issue and fit uniforms	3	4	Admin. Coordinator & HR Mor															
21	Meet with client to confirm Post Orders, brief on Transition Plan progress and discuss invoice procedures	- 1	5	BM														- 1	
22	Conduct Security Officer Introduction Program to all new and incumbent security officers.	3	4	HR Mor. BM															
23	Confirm all perponnal flies for full per-screening documentation.	3	4	ALL HE Staff															
24	Conduct on-site specific training of security officers.	3	5	BM & Acct Mgr.															
25	Establish specific service start procedures:	3	5	BM															
26	Arrival of supervision.	- 4	5	6M															
27	Arrival of security officers.	4	- 5	BM								-						1 1	
28	Placement of equipment and supplies.		- 5	All Support Staff														- 1	
29	Actual take-over of facility responsibilities	5	ff.	BM, Acct Mgr															
30	Working schedule that matches master schedule.	5	- 5	BM															
31	A branch team member must be present for the start of each new shift	5	5	BM & Acct Mgr., FSM & Sales															
	Implementation								-				100						
32	Visit the account daily so that all service is properly initiated.	5	5	BM & Acct Mgr. & Field Supervisor	_						-	_		_					
33	Schedule to be on-site the first time the client is back on-site after start-up.	5	5	BM & Acct Mgr.	-		-			-	-	-	-	-	-		-	-	\rightarrow
34	Review site specific training that has been performed.	5	0	Acct Mgr. & HM	_		_			-			-	-				\rightarrow	-
35	Review personnel assigned to site so they meet all standards.	5	7	BM, HR Mgr., Acct Mgr.	1		_				-	-	-				-		-
36	Confirm that all contract requirements are being met.	5	7	BM & AVP	_		_												-
37	Weekly meetings with the client during the implementation period.	5	12	BM							-	-							-
- 38	Area vice president contacts the client (phone or face-to-face).	5	0	AVP	_		-	-	-	-	-	-	-	-				-	-
39	Review first invoice with client (face-to-face).	3	10	BM	+	-	_	-	-	-	-		-					-	-
40	Cross-train personnel and "back-up" personnel.	- 6	12	BM & Acct MgrTrainer	+	-	_	-	-		-	-		-				-	-
41	Introduce the Excellence in Service and other Securitas USA programs.	5	12	BM B ALCO REGISTRATION	-		_		-		-		-	-				-	-
42	Provide Operational Analysis Recommendations	12	16	BM	1		_	-		-		-	-					-	-
43	Review of Post Orders	11	16	BM BM	-		-	-			-	-	-					\rightarrow	-
44	Audit of Training all officers	10	17	Trainer, Acct Mgr. & BM			-	-			-	-	-					-	-
45	Implementation of Vision Tour System/Client Connect Delihboard	10	111	BM & Technology Director			-			-	+		-					-	-7
46	Contract Compliance (Complete Review of all contract requirements)	8	14	AVP & BM	1	-	_	-		-	+	-						-	\rightarrow
	License Compliance (Complete Review of all contract requirements)	5	12		1		-	-		-	-	-	-	-				-	-
47				Compliance Mgr. & HR Mgr.			-				-	-	-					_	-
48	Off Hours Officer Inspections	8	18	Securitàs Managers & Field Supervisor	-						-								-
49	Uniform Audit	- 5	8	Securitas Managers & Field Supervisor							-			-				-	
50	Vehicle Audit & Maintenance	5	16	BM & Acct Mgr.	-					-	1		-	-				-	
51	Officer Performance Reviews & Evaluation for Post Assignment	9	16	BM & Acct Mgr.	1						1	1	L	-				- 1	_



People

At Securitas, the foundation of our business is people. We have developed a detailed manual to support our local management teams in recruiting and hiring employees. Our recruiting guidelines include strategies, programs and processes to effectively attract the right people to our organization. Recruiting functions are handled by the human resources manager of each local office servicing The City of San Diego Public Utilities.

Equal Opportunity Employer

Securitas is committed to hiring and retaining a diverse workforce. Our goal is to increase diverse representation throughout our company. We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race/ethnicity, color, national origin, ancestry, sex/gender, gender identity/expression, sexual orientation, marital/parental status, pregnancy/childbirth or related conditions, religion, creed, age, disability, genetic information, veteran status or any other status protected by local, state or federal law.

Employing and Honoring Veterans

At Securitas, we proudly welcome our military heroes back to the workforce. Since January 2012, Securitas has hired more than 25,000 veterans. Securitas is a proud member of the Veteran Jobs Mission. We have been a member of this private-sector coalition since 2012, formally known as 100,000 Jobs Mission. Because the coalition has far surpassed that goal, they have changed their name and set their goal to collectively hire a total of one million military veterans – with a strong focus on retention and career development of veterans.

Recruiting

Securitas utilizes a wide range of recruiting sources. These include our recruiting web page, www.securitasjobs.com, local news media, college campus placement centers, state employment agencies, veterans' groups, senior organizations, local social service agencies, private industry councils, JTPA programs, vocational centers, military organizations, law enforcement agencies, job fairs, specifically targeted groups, employee referrals (which provide referral bonuses), and many other qualified employment sources listed in our best practices. In low unemployment areas, we may offer sign-on bonuses (based on length of employment).

To complete our mission of attracting a talented workforce, Securitas developed the position of recruiter/retention specialist that is utilized at selected branch offices. Once we have hired the best individuals, we must work to retain them. To help ensure that competitive wages are paid, Securitas uses wage survey data from the Economic Research Institute to validate officers' wages vs. those paid in each U.S. metropolitan area.

In cases where we assume responsibilities from incumbent providers or in-house personnel, our goal is to recruit and retain as many of these individuals as possible who are qualified for employment with Securitas. We take seriously our responsibility to select only those security officers who possess the appropriate skills, qualifications and aptitudes for each client location. Every officer we hire has undergone personal interviews, reliability testing and reference checks to assist in evaluating the individual's ability to represent Securitas and our clients in a professional manner. We



then screen officers to help to provide a good match between the officers' aptitudes and our client's site requirements.

Securitas takes a focused and consistent approach to increasing retention and making Securitas the employer of choice. Our commitment to retention begins as an applicant completes our hiring process. We strive to make every person who walks through our doors feel special. Retention efforts continue with individual visits (or calls) to newly hired security officers to discuss any concerns. Securitas also uses a series of branch and region awards that recognize excellent performance and consistently promote on-going education and development.

The Talent Network

In support of our ongoing efforts to attract top talent to Securitas, we have partnered with CareerBuilder to implement a new recruitment tool called the Talent Network. While there are a number of features inside the Talent Network, for us it provides a means to communicate the importance we place on continuously connecting with the right people. Throughout the pages of the Talent Network, we provide interested candidates information on why the right people are so important to our business, what it is like to be a Securitas employee, and how we have maintained our position as the industry leader.

With the Talent Network we are able to:

- Easily gain access to new candidate pools.
- Capture vital contact information on interested candidates.
- Automatically engage with top talent.
- Create custom recruitment strategies geared toward individual client requirements.

Selection and Hiring of Personnel

The process begins with utilizing Kronos Inc.'s Workforce Talent Aquisition™ to hire and develop the best workforce in the industry. With Kronos, Securitas can source and prescreen candidates,



administer online assessments, and conduct background and drug screening before assignment. Moreover, the Kronos application provides rich analytics and reporting capabilities that provide insight into critical talent acquisition.

The Kronos Workforce Talent Acquisition™ is a web-based product that includes an on-line employment application, an applicant tracking tool to assist our HR staff in managing the hiring process, and a custom on-line assessment. The system is fully integrated with Securitas' Human Resources Information System to reduce the time involved in processing new hires. It is also fully integrated with our third party vendor for background, drug and WOTC tax credit screening.

The implementation of Workforce Talent Acquisition™ in Securitas' local offices has a very positive impact on operations, including:

- Increased applicant flow.
- Reduced time to hire.



- Better utilization of branch office staff.
- Improved screening and hiring tools.
- Better hiring statistics to focus on process improvements.
- Compliance with company policies/procedures and federal/state/local regulations.

Workforce Talent Aquisition™ allows Securitas applicants to complete their applications on-line at any time of the day or night. Securitas recruiters can then evaluate fully-screened and tested applicants prior to interviewing them. The resulting increase in the number of qualified applicants has allowed Securitas to be more selective in our hiring process.

Securitas Employment Assessment Tool (SEAT)

All Securitas security officer candidates must successfully complete the Securitas Employment Assessment Tool (SEAT) as part of the application process.

SEAT was created specifically for Securitas and is comprised of custom content questions designed to assess an applicant's ability and readiness to perform the functions of a security officer. The questions were developed by Securitas subject matter experts and are based on the knowledge, skills, abilities and personal characteristics that a security officer must possess on the first day of work.

SEAT is administered as part of the online application process. The questions describe real life situations that security officers will encounter on the job. Each applicant receives a numerical score based on the number of questions answered correctly. Based on validated testing with actual Securitas applicants, scores are rated as good, marginal or unacceptable. The applicant's responses to the questions are forwarded directly to our third party administrator, Kronos, and the results are automatically processed and returned to our local office through a Hiring Management Console (HMC).

Selection Process Overview

Our step-by-step process goes well beyond the industry norm to focus on selecting world-class employees. Moreover, our process identifies candidates who possess those traits we believe are critical to both of our organizations, such as honesty, integrity and a strong customer service orientation suited to the culture and operating environment of The City of San Diego Public Utilities.

Our security personnel must meet the following minimum hiring standards:

- At least age 18.
- A reliable means of communication.
- A reliable means of transportation.
- The legal right to work in the United States.
- The ability to effectively speak, read and write English (each tested to do so).
- A high school diploma or GED.
- Willingness to participate in the company's pre-employment screening process, including a background investigation and drug screen.

Our screening process provides us the reasonable assurance that our prospective security officers:



- Have a stable work history.
- Have well-developed interpersonal communications skills and professional composure to fit the client culture.
- Can withstand the scrutiny of a thorough interview and background investigation.
- Are drug free.
- Able to qualify for and obtain a state security officer license, where applicable.

Required security officer competencies include:

- Ability to provide high quality customer service.
- Ability to exercise good judgment and discretion in all business interactions with others.
- Ability to be an effective team member.
- · Neatness in dress and grooming.
- Ability to deal courteously, tactfully and effectively with others, both in person and on the telephone.
- Initiative, integrity and high ethical standards.
- Ability to maintain professional composure when dealing with unusual circumstances.

Step 1: Job Application

During the employment application process, the applicant is required to complete a pre-employment assessment to evaluate situational judgment traits. Candidates being considered for armed positions are subject to a second profile, the Protective Services Report (PSR), which is designed to test for emotional adjustment, integrity/control, intellectual efficiency, and interpersonal relations and is widely used by military, law enforcement and private security companies.

Step 2: Initial Interview

The first pre-employment interview is conducted to identify each applicant's skills, work style, personality, career interests and suitability for the position.

Step 3: Drug Screening

Securitas USA prohibits the use, possession, consumption, manufacture, sale, purchase, transfer, dispensation, distribution and/or transportation of alcohol, illegal drugs and/or controlled substances while on duty, on Company and/or client premises, or in Company or client vehicles. We partner with Pinkerton Employment Screening, a leading provider of public record information and drug screening services, to administer our drug screening program.

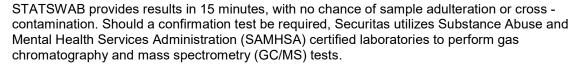
 Drug and alcohol testing may be conducted in the local Securitas office using an oral drug screening device (STATSWAB) or oral alcohol screening device where state laws permit. If the result is inconclusive, the donor will be directed to a lab based collection facility to submit a urine specimen or a breath alcohol confirmatory test.



- Where state law or client contract require lab based testing, donors will be directed to a local collection facility to provide a 5 panel urine or hair follicle drug specimen and/or breath alcohol test.
- Any employee or candidate who refuses to take an alcohol and/or drug test will be disqualified from the hiring process or separated from employment.

STATSWAB is a six panel screen that is designed to detect the presence of the most commonly used drugs:

- Marijuana (THC)
- Cocaine
- Opiates
- Methamphetamine
- Amphetamine
- Phencyclidine



In addition to pre-employment drug screening, Pinkerton Employment Screening assists Securitas branch offices through:

- Collection/test site identification, legal compliance and management services.
- Random drug testing management and selection; and data management, records retention and education and training services.
- Quality control services and performance monitoring.
- After hours and post-injury/accident drug and alcohol testing services.
- An automated system to receive confidential test results quickly to help expedite the hiring process.
- Securitas can utilize other drug testing panels to screen for specific types of drugs beyond our standard screen when required by our clients. Securitas' Drug-Free Workplace Program also conducts post-injury/accident and reasonable-cause drug and alcohol testing as a matter of company policy. In addition, we can conduct DOT-regulated and random drug screening in accordance with client requirements and statutory regulations.





Step 4: Background Verification

Securitas utilizes Pinkerton Employment Screening to conduct pre-employment background verifications that meet or exceed state security officer licensing requirements.

Our required background verification includes the following:

- Military service (DD 214) nature of separation.
- County criminal records search for misdemeanors and felonies. Search all counties of residence and work history for 7 years.
- National Criminal and Records Locator (National Sex Offender Registry, Sanctions,OIG/GSA/OFAC).
- Credit check where permitted by state law (when required for legitimate business reasons by our clients).
- Social Security Number trace to include address history and alias report
- Department of Motor Vehicles driver's license search for all driving positions.
- Employment verification (7-year work history).
- Personal reference checks.
- Education verification.
- Proof of seven (7) year background check with no felony arrests or convictions nationwide.
- proof that security guards have successfully passed the background check.

Step 5: Assignment/Scheduling Meeting

Final administrative processing and documentation is accomplished during this step, as well as the fitting and issuance of uniforms and equipment. The contingent employee meets with the scheduler to discuss specific issues and performance expectations of The City of San Diego Public Utilities.

Step 6: Site Interview

Tentative assignment is made and our client representative is notified. When requested by our clients, contingent employees are sent to the client site for a final review. We understand the importance that our clients desire us to place on the careful selection of security personnel.



Step 7: Security Officer Introduction/Examination

Contingent employees are required to complete an introduction session to review security-related video presentations. This program establishes a core base of security knowledge that enables our security officers to properly perform their duties from the first day at a client site.

An exam is given covering the following areas:

- Basic Security Officer Responsibilities
- Public Relations
- Communication and Reporting
- Safety Techniques of Patrol
- Emergency and Fire Prevention
- Basic First Aid; Safe Driving
- Client Relations
- Hazardous Material Communications

Step 8: E-Verify™ Work Confirmation

Securitas is a Federal contractor and/or subcontractor and is required to participate in E-VerifyTM. This program effectively allows Securitas to electronically compare information from an employee's Form I-9, Employment Eligibility Verification to data from the U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility.



Benefits and Incentive Programs

Securitas offers its security officers benefits/incentive programs that are unmatched in the security services industry. The benefits/incentives offered by Securitas to all eligible employees include the following:

Medical Plans

Securitas offers a medical plan to all full-time security officers that is compliant with the minimum value and affordability provisions of the Affordable Care Act (ACA) and applicable state/local laws. Our self-insured plans are administered by Anthem™. We also provide access to many regional HMOs where required. Detailed comparative information regarding coverage and premium costs for all plans is available.

Health Information and Assistance

Active participants in our self-insured health plans have 24-hour online and telephone access to a variety of information resources to help them manage their health care, including:

- Anthem Member Website www.anthem.com/ca.
- Find a Doctor.
- 24/7 NurseLine™.
- Estimate your Cost.
- Anthem ConditionCare™ disease management program.

Dental Plans

Securitas offers a choice of two dental plans through Aetna™. Both the Dental PPO and the DMO provide excellent coverage and are available to Securitas employees through payroll deduction. The DMO is not available in all areas.

Vision Care

All of our officers and their families are eligible for a full service vision program offering flat co-pays for eye exams, frames, lenses and contact lenses, as well as a variety of other vision related services. Plan participants have access to over 22,000 providers nationwide. This program is available to employees through payroll deduction.

401(k) Savings Plan

All officers may enroll in our 401(k) retirement savings plan. The plan is designed to permit savings on a tax-deferred basis. Security officers may defer 1% to 25% of eligible earnings, up to IRS limits, through convenient payroll deduction. Securitas provides a ten percent (10%) matching contribution on the first three percent (3%) of plan compensation to all officers enrolled in the 401(k) plan (except those governed by special plan provisions).



Life and Accident Insurance

The cost of this insurance is fully paid by Securitas and is provided to all full time (working over 30 hours a week) security officers, effective on the 90th day of employment. The life insurance benefit is \$5,000 and, in the event of accidental death, the benefit is \$10,000. Additional amounts may be provided through client contract.

Voluntary Supplemental Life Insurance

All full-time security officers are eligible to purchase up to an additional \$25,000 in life insurance coverage for themselves and their families through payroll deduction. Spouses may purchase up to 50% of the face amount of the coverage elected by the security officer.

Employee Assistance Program

The EAP program has been instrumental in providing guidance, direction and support services to those employees who seek help. EAP programs assist in early identification of problems and in preventing minor problems from escalating to major issues.

The program is offered at no cost to all Securitas employees, full and part-time, after 90 days of employment. The service is administered by MHN, and can be accessed 24 hours a day, seven days a week by going online or calling a toll-free telephone number. Members are entitled to up to three counseling sessions per incident, per benefit period, and have unlimited online access to EAP information and tools for a wide range of issues, including:

- Marital, relationship and family problems.
- Alcohol and drug dependency.
- Stress and anxiety.
- Depression.

- Grief and loss.
- Child and elder care assistance.
- Financial issues.
- Legal services.

Holiday Pay

Our officers receive premium wages for all work performed on specified holidays.

Paid Vacations

Our basic policy for full-time officers provides one week (40 hours) after one year, two weeks (80 hours) after five years, and three weeks (120 hours) after ten years of service. This policy may be amended to comply with the vacation policy of the client, or with applicable state law.

Uniforms

As standard company policy, all uniforms and equipment are furnished without charge or deposit to our security officers. Our uniforms are issued to employees at the local branch office designated to provide services to our clients. Each branch office maintains an appropriate supply of uniforms to satisfy the needs of security officers and clients. Employees do not pay for the cost of uniforms but are responsible for the care and cleaning of the uniforms they receive. Any portion of



Payroll Choices

The Securitas Payroll Choices Program gives employees the option to receive their pay either by **Direct Deposit** or on a personalized Visa® **Payroll Card**, provided by Citi® Prepaid Services.

The benefits of the EPAY Card include:

- A better payroll payment alternative to employees over paper checks.
- Faster, safer and more flexible access to funds.
- Tools to manage their funds.
- Accommodating employees who may not have a bank account.
- Supporting the organization's green initiatives with a more eco-friendly payment method.

Sons and Daughters Scholarship Program

Securitas' scholarship program helps to finance higher education for the children of its security officers. Children of Securitas security officers can receive a \$1,500 award to be used for undergraduate study. Awards are given without regard to race, color, creed, religion, sex, disability or national origin. Up to ten awards are given annually.

Employee Purchase / Discount Program

Securitas partners with a number of companies that allow our employees to participate in their Employee Purchase Programs (EPP) by offering discounts on goods and services. Security officers are eligible to participate in these programs and can obtain more information from their human resource manager.

My Rewards

Securitas introduced a new program designed to incentivize and recognize employees for continued employment, safety practices and participation in ongoing training initiatives. Qualifying officers collect points based on performance, tenure and other key metrics. These points can be used to earn attractive rewards.

The My Rewards program serves to achieve the following goals:

- Focus on the critical first year to improve officer retention
- · Welcome new security officers into the Securitas culture from start of employment
- Create an expectation that great work will be recognized
- Reinforce that Securitas is an organization that provides opportunity and is focused on the wellbeing of its employees
- Foster understanding and adoption of core values of Integrity, Vigilance and Helpfulness



There are many ways officers can earn points by taking part in a qualifying activity, including client or peer recognition, recruitment referrals, safety meeting attendance, accident-free site recognition, on-the-spot awards, sales referrals, and many more activities. The number of My Rewards points earned increases as an officer reaches defined tenure milestones (> 6 months, > 1 year, 2 years +).

The My Rewards Program has proven to be quite successful. Feedback from our officers has been overwhelmingly positive. Should we be awarded the contract, we will work with each client site to define specific reward metrics, or qualifying activities, to drive site specific performance.

Enhanced Benefits

Anthem Engage Elite

Securitas is offering Anthem Engage Elite, an online resource that can help employees manage health care expenses and make healthy choices, to all employees eligible for an Anthem plan. Engage Elite allows employees to search for medical, dental and vision care network providers based on cost, service ratings and other important information they can then use to make better health care decisions. Employees will also have access to online health coaches, discounts and perks, as well as wellness opportunities that support increased activity, better sleep and nutrition.

Livongo

Livongo will help employees who are currently living with diabetes to better manage and improve their condition all while saving money. Registered participants of Livongo will receive a complimentary cellular glucometer and unlimited lancets and test strips delivered right to their door. Livongo also provides employees' access to online tools and reports that can facilitate conversations with their doctors, coaching and live support, and nutrition and health tips.

Omada

Omada is a science-backed health and weight management program that motivates employees to take charge of their weight and reduce their risk for diabetes and other health conditions. Securitas employees can find personalized support and easy-to-access online tools and resources to help them build healthy habits that last. A welcome packet that includes a cellular scale, pedometer and exercise bands are delivered to every participant – at no cost to them.

EAP

It is important that Securitas employees and their families have the support they need, whether that's helping them deal with marital and family issue s, relationship difficulties, death or loss, personal crises, health concerns or even choosing a college for their child. Securitas' new EAP, does all of that.



Employees will now have up to 5 in-person counseling sessions and a network of support options, from over-the-phone counseling to resources like legal referrals, daycare and elder care, identity theft consultations, adoption assistance, education support for tutoring and college/university searches and financial counseling.



Smart Dollar

Starting January 2019, employees will have access to SmartDollar, a proven financial wellness program. Using motivational content, interactive tools and expert advice, SmartDollar will help them get out of debt (if needed), save for retirement and reach future money goals.



Securitas College Programs

Certificate/Associates Degrees

- Programs will be 6 months to 2 years in duration
- Up to 1,000 officers per year
- Targets paying 90% of tuition
- Eligible after 1 year of service
- Programs
- Homeland Security
- Emergency Management
- Security Studies

Bachelors Degree Program

- · Business or related majors
- Targets paying up to 90% of tuition
- Up to 10 high potential officers per year
- Eligible after 1 year of service





Incentive Programs

Awards of Merit

Recognizing individual officers for above average performance is critical in maintaining the morale and dedication of any security force. Securitas' recognition program includes:

- · Certificate of Merit.
- Security Officer of the Month
 Officers receive a \$25 bonus check, a distinctive plaque, and an
 Officer of the Month pin.
- Security Officer of the Year
 Officer receives a \$100 award, a distinctive plaque, and an Officer of the Year certificate. This officer is usually selected from the twelve Officers of the Month.
- Region Officers of the Year
 We select two officers from all the offices in a geographical region. One officer is recognized for overall performance and the second is recognized for heroism.
- Region Supervisor and Employee of the Month
 \$50 bonus and an Award of Merit Certificate presented by a region president for the commendable performance of a supervisor and a security officer. A commendation letter and distinctive plaque are also presented to the recipients of these awards.
- Region Supervisor of the Year
 The supervisor receives a \$250 bonus, Award of Merit Certificate, and a distinctive plaque.
 Supervisor of the Year is chosen from the twelve Supervisors of the Month.
- National Officers of the Year
 Two security officers are selected from among the five Region Officers of the Year. They are
 honored as Securitas' Security Officers of the Year in one of two categories performance and
 heroism.

Corporate Recognition

Special awards are given in two categories by executive management to security officers and supervisors:

- Medal for Meritorious Service
 Presented for courage and service above and beyond assigned duties in an emergency or disaster
- Medal of Valor:
 Presented for risking one's life in the preservation of another's.





Service Awards

- One year-certificate.
- Five, ten, fifteen and twenty years Special Securitas gold pins.

Additional Incentives

- Securitas maintains a toll-free Service Heroes Line, which provides our officers an
 opportunity to recommend ways to improve our service, programs and
 processes; share best practices and recommend cost savings ideas.
- Securitas has a program in place to motivate our employees by providing an avenue of communication from the branch office to the top of our executive management team. We use our awareness program, Securitas Hotline, to allow all of our employees a means to anonymously express their concerns without any fear of reproach. All of our officers receive a wallet card with the toll free Securitas Hotline and are urged to call if their concerns cannot be properly handled at the local or region level. The hotline is open 24 hours a day, seven days a week.



- We survey our officers periodically to determine how we can continue to improve our work
 environment. This survey provides information to assist in developing new programs that will
 improve officer morale and ultimately the officers' effectiveness on the job. After we identify
 general areas of concern, we solicit responses from branch office personnel on methods for
 improvement. These suggestions are reviewed and implemented whenever possible. In addition,
 we will not make suggestions based upon motivational effectiveness until we have surveyed our
 officers for their potential effectiveness.
- Our employees' achievements are also highlighted in the many publications we produce and
 distribute, such as local newsletters and our corporate management newsletter. In addition, we
 produce many other publications to provide a means of informing our employees and clients
 about company and security industry-related trends, news, events, services and new
 technologies.

We offer opportunities to apply for scholarships with partnering institutions.



Training

Securitas Center for Professional Development

Our commitment to provide our clients with properly trained security officers was the driving force behind the creation of the Securitas Center for Professional Development (SCPD). This professional training management organization brings together dedicated trainers, cutting-edge courses, strategic business partnerships, and security industry experts to deliver world-class programs, products and services. The value of SCPD to The City of San Diego Public Utilities will be evidenced by a professional training capability that presents innovative and state-of-the-art training programs to our security personnel assigned to protect our clients' employees, visitors and critical assets.

Securitas has made a substantial investment in SCPD and the related local and region training and development functions. An important service provided by Securitas is a dedicated training officer or selected supervisors to provide training at each The City of San Diego Public Utilities location. The City of San Diego Public Utilities trainers are supported by training staff and SCPD to help ensure the proper dissemination of new training programs, materials and methods, and to keep trainers current regarding available resources.

Each of Securitas' five regions is staffed with region, area and/or local trainers, whose role is to:

- Manage efforts in training, organizational improvement and performance enhancement.
- Conduct training in a variety of settings and develop curricula that combine multiple existing and acquired resources.
- Analyze performance of individuals, programs and organizational units; develop performance and competency models.
- Develop partnerships with clients by learning the clients' business and collaborating to identify learning opportunities that will enhance the delivery of security services.

Key competencies possessed by members of the training and development group are:

- Understanding of client business processes and success factors.
- The ability to conduct job task analyses in complex environments and develop corresponding curricula and performance and/or knowledge-based training modules based on varying needs.
- Planning, organizing and leadership skills particularly as they relate to the development of annual training plans for a branch office or a specific client.
- Presentation and group facilitation skills.

Area trainers are individuals who deliver training programs as requested by clients or required by Securitas. Our flat organization keeps training specialists close to the field to meet client-specific needs. With years of experience, many of these professionals hold security industry certifications as well as training credentials. This team is also responsible for updating the officers' training records and awarding corresponding recognition such as certificates and pins. These local professionals are responsible for delivering the local training curricula.



This team of trainers is supported by SCPD. In addition to being the primary driver of company-wide performance improvement initiatives, these professionals are dedicated to the development of field-requested curricula. Our training managers and curricula developers have backgrounds in training, education, instructional design, computer programming, graphic design, cognitive psychology and communications, as well as security, law enforcement and military experience. They are guided by principles of human performance improvement and adult learning theory, and maintain membership in the American Society for Training & Development (ASTD) and ASIS International.

Through custom development and strategic partnership with industry content developers, SCPD provides curricula and lesson plans in multiple formats to meet the specific needs of our clients. Delivery platforms include online and instructor-led classroom courses with presentations, workbooks, and lecture notes, as well as video programs and self-study courses. We have built the leading e-learning program in the security industry. Proprietary interactive courses are available at anytime and anywhere there's a computer. Our LMS, the Securitas Online Academy, was designed in partnership with the same organization that provides services to government and global corporations and supports online training, testing, tracking and reporting.

Securitas will bring The City of San Diego Public Utilities the security industry's most innovative and professional capability with qualified local training professionals supported by world-class resources to implement the appropriate training at your facilities.

Security Officer Training and Certification

Professional Security Officer Training Development Path

Securitas provides each security officer with a clear training path. Our approach is based on three key elements:

- Certain principles and techniques, such as those dealing with observation, safety, reporting, interpersonal relations and Securitas policies, are consistent regardless of an officer's assignment.
- Clients have unique situations that may require additional specialized training; therefore, we provide both general and client-specific training.
- We meet the need for meaningful ongoing professional development to keep skills sharp through a number of innovative programs.

The initial training requirements of The City of San Diego Public Utilities will be completed within a mutually agreeable timeframe for all officers prior to permanent placement at The City of San Diego Public Utilities sites. Retained incumbent officers, as applicable, will also receive Securitas-specific elements of this training in manageable groups after transition so as not to interfere with security operations.

We maintain training certifications that list all completed training modules in each officer's file. Upon completion of a training module, the instructor administering the training certifies that this training was satisfactorily completed. For courses delivered through the Securitas Online Academy, testing and record-keeping is instant and automatic.



Level One

Level One focuses on basic security officer skills and exceeds many statemandated minimum requirements for entry-level security officers. Candidates must successfully complete this screening process as a condition of being hired. The following general subjects are covered:

Hazard Communications	State Licensing	Security Officer Handbook
Bloodborne Pathogens	Harassment Awareness	Acts of Terrorism

Level Two

Level Two focuses on career development and includes site-specific training as well as Securitas' premier Advanced Certification Training (ACT) Program and specialized industry-specific programs. A site-specific training program focusing directly on your requirements will be developed for The City of San Diego Public Utilities upon our selection as your security partner. On-the-job training, conducted mostly on-site, is designed to instruct the officer on the specific requirements of the job. Specific training such as First Aid/CPR, AED, Fire Guard and Securitas' Safe Driving Program (for those required to operate a vehicle as part of the job) will also be conducted at this time. Additional Level Two training programs include:

Site Orientation	AED/CPR/First Aid
Post Orders	Vertical Market Certification
Safe Driving Program	Metal Detectors/Wanding
Advanced Certification Training (ACT) 1	Firearms Instruction (if applicable)
Advanced Certification Training (ACT) 2	Work Stoppage Security
Advanced Certification Training (ACT) 3	In-Service Training
Customer Service	



Level Three

Level Three offers rigorous, specialized training for officers who seek professional development beyond Level Two. Working with their managers to select appropriate courses, officers may choose advanced study in topics such as homeland security, workplace violence, risk assessment, emergency management and more. Additional Level Two training programs include:

Workplace Violence	Professional Ethics
Loss Prevention	Harassment and Discrimination
Security Surveys and Risk Assessments	Teamwork and Leadership
Advanced Customer Service	Hazmat Awareness Level
Homeland Security Issues	Advanced Guarding Technology
Emergency Response	

E-Learning and the Securitas Online Academy

Securitas meets training needs with advanced technology and sophisticated courseware design. The Securitas Online Academy leverages our industry-leading proprietary online security training courseware with a comprehensive, state-of-the-art Learning Management System (LMS) to create the finest e-learning program in the security profession.

E-courses offer security topics that deliver the highest-quality online learning experience and feature highly interactive simulations, engaging and informative graphics, self-paced learning, instant feedback, coaching, and real-time performance assessment. Our full-time professional e-learning developers apply principles of human performance improvement and adult learning theory to create our industry-leading courseware. This equates to improved performance and consistent training across the organization.

Our LMS facilitates course assignments, tracking and monitoring student progress, standard and custom training reports, testing and scoring, and career development, as well as course feedback that allow us to continually improve course material to make it even more effective.

Our partnership with SuccessFactors™ offers unmatched value and experience in online learning. Plateau provides LMS technology for many of the largest government and corporate entities, including the U.S. Air Force, NASA, GE and Yahoo.

Securitas' e-learning program delivers training when and where it's needed, with 24/7 learning access to both custom and off-the-shelf courseware, and standardized training across the organization. It is the perfect solution for just-in-time training for compliance issues, industry standards, homeland security, and more. All of this results in lower training costs, more training opportunities, and a dedicated workforce of security professionals.

The Securitas Online Academy benefits clients with consistent training and performance across locations and dedicated officers with career paths in security. This effective and efficient training is available when and where you need it.



Securitas' commitment to excellence in training and development provides you with the knowledge and assurance that you have the best-trained and most highly motivated security team working for you.

Advanced Certification Training (ACT)

Securitas has developed a three-part course of study known as our Advanced Certification Training Program (ACT 1, 2 and 3), which is designed to provide advanced training for each security officer. We will make this course available to all security officers at The City of San Diego Public Utilities. We encourage our security officers to participate as an opportunity to further their security knowledge and to prepare them for advancement, both at The City of San Diego Public Utilities and within Securitas.

Each ACT study course provides details of the security profession. Using the latest technology and solid learning theory, ACT e-learning courses can be delivered anytime and anywhere a computer is available. It allows officers to progress at their own pace to learn the materials while receiving immediate feedback on their understanding and application of the lessons. The state-of-the-art ACT e- learning programs are fully interactive, and based on the "tell, show, do" approach to learning that lets officers apply the principles they are learning in computer-simulated situations. Lessons are reinforced with online quizzes that give instant feedback. The final exam is administered by the officer's supervisor or manager, thus giving an opportunity to close the training loop with direct interaction with team leaders.

Upon receiving a satisfactory passing grade on the ACT 1 exam, the security officer is awarded a certificate. Upon passing ACT 2, a certificate and engraved "ACT Certified" nameplate is awarded. Successful completion of ACT 3 earns the officer a certificate and uniform pin with the designation of "Professional Security Officer."

Our ACT Program includes the following materials:				
ACT 1	ACT 2	ACT 3		
The professional security officer	Report writing	Workplace violence		
About Securitas	Fire safety	Traffic and parking		
Professional image and teamwork	Access control	Crowd control		
Customer service	Telephone & radio communications	Bomb threats		
Post orders	Patrol techniques	Substance abuse		
Limits to authority	Perimeter control	Harassment and discrimination		
Protection & observation	Vehicle access control	Fire safety		
		Emergency response		



Ongoing Professional Development

Ongoing professional development is a key element in maintaining security officer knowledge, skills and professional dedication.

Ongoing development plans designed to meet the specific requirements of The City of San Diego Public Utilities may include drills, exercises, audits and refresher training. In addition, Securitas provides continuing training and development opportunities through dynamic, proactive communication programs such as our monthly Security Spotlight and our flagship Excellence in ServiceSM program.

Security Spotlight

Distributed on a monthly basis, Security Spotlight examines issues and procedures surrounding current security concerns. Written for security staff as well as clients and their employees, Security Spotlight proactively examines security issues relative to current events and risks, such as terrorism awareness and response, seasonal safety and security, and more. Past issues have focused on issues such as bio-chemical terrorism hazards, counterterrorism awareness, bombs and bomb threats, hazardous weather, identity theft, and travel security. Security Spotlight topics can also be produced in response to client requirements.

Excellence in ServiceSM

In order to provide our clients with the finest security services available, we have developed an extensive program designed to train, motivate and empower every security officer. Our quarterly Excellence in ServiceSM magazine anchors the program with valuable information about officers' experiences and accomplishments, and concrete training topics that supervisors and officers discuss on a regular basis. Securitas officers and events are featured to highlight the training and/or client service topic being emphasized. To help reinforce knowledge and proper procedures, officers who correctly answer questions about the quarterly topics are eligible to participate in monthly, quarterly and annual drawings for cash and prizes. Each year, our security officer who wins the national drawing receives a check for \$2,500 at a special ceremony.



Annual Refresher Training

Securitas recognizes that a core base of security officer knowledge and critical skills is established as the foundation for success through basic, on-the-job and advanced training. Further, we recognize that certain critical skills require periodic re-certification to help ensure our security officers maintain consistently high levels of proficiency.

We are committed to working closely with The City of San Diego Public Utilities to determine specific critical skills and knowledge that should be periodically reinforced and retested through annual training. Through the professional judgment of both of our organizations, we will determine those critical skills and tasks our personnel must be able to perform.



This will, in turn, suggest the subject matter appropriate to reinforce, such as first aid, CPR, legal restrictions, and responsibility and authority of security officers. Of course, emergency procedures and plans, as well as any new or changing information, laws, client relations, corporate policies and case law applicable to the performance or duties of our security officers are also appropriate and should be included.

The value to The City of San Diego Public Utilities is that each officer will possess the necessary tools to provide excellent service at your facilities immediately upon assignment and as part of an on-going program.

Additional Value-Added Training Solutions

Our training capabilities extend well beyond basic and onthe-job training.

In addition to our ACT and e-learning programs, Securitas has a wealth of training resources, from industry-specific specialized programs to our Professional Development Series – almost fifty courses designed to enhance general business skills. Hundreds of courses, videos and resource materials addressing terrorism awareness and homeland security are available from Securitas and America's front-line agencies, including guidelines and courses from ASIS International, FEMA, American Red Cross, Department of Homeland Security, FBI, Department of Justice and CiNet (Critical Information Network, formerly PSTN). We have access to additional innovative training materials to further enhance the skills and knowledge of our security officers, supervisors and managers. We can work closely with you to implement these additional, exciting, high-quality training resources at each The City of San Diego Public Utilities site.

Security Training Succession Plans

Securitas can implement a training succession plan for our security officers and supervisors. Successful completion of each proprietary training course will make our officers eligible for an optional promotion and put the officer on track for the next phase of training.

We believe knowledge must also be linked to successful application of that knowledge and job performance. Consequently, as openings or promotion opportunities occur, officers on the training succession path will be eligible for consideration based on their level of completed training in conjunction with their performance evaluations.

The benefits of such a program include the following:

- Qualified individuals are identified as they proceed along the training succession path and their skills are identified.
- Participating in training provides the officer with a sense of value to Securitas and The City of San Diego Public Utilities. This sense of value provides non-monetary reinforcement and contributes to good morale.
- Good morale through the investment of training leads to increased retention.



Supervisor Training

Our Certified Security Supervisor training program focuses on the following:				
Service Excellence	Role of the Supervisor	Counseling and Coaching	Managing Performance	
Quality Customer Service is the Key	The Challenge Ahead	Counseling and Coaching	Why Manage Performance?	
Identifying the Needs of Your Customers	Transition to Supervisor	When Should You Counsel or Coach?	Developing Performance Goals	
Provide for the Needs of Your Customers	Delegation: A Critical Skill	Giving and Receiving Feedback	Building Commitment	
Project a Positive Attitude	Building a Winning Team	Plan and Conduct Counseling and Coaching Sessions	Preparing for the Performance Review	
Working With Clients	Making Better and Faster Decisions	Pulling It All Together	Effective Performance Reviews	
Take the H.E.A.T. – Put Out the F.I.R.E.	Staying Upbeat			
Proactive Problem Solving		-		

Each course is taught as a seminar or mentored tutorial and is available online. In addition, supervisors receive four policy-oriented courses in human resources and risk management. The Certified Security Supervisor training program is designed to support lead officers and supervisors by providing the necessary skills and knowledge to lead and coach a team of security officers. Successful completion of this series is also linked to our succession planning for Securitas supervisors and officers. Additional training in the Supervisor Development Path can be tailored to fit the individual requirements of The City of San Diego Public Utilities.



Additional Training Programs

Access Control Fundamentals

Access Control Fundamentals focuses on the core concepts of access control: monitoring and controlling the movement of people and property entering or exiting a specified area. Topics include providing excellent client service while controlling access, procedures for allowing access by authorized people and products, identifying and dealing with intruders, monitoring visitors, and denying access to prohibited materials.

Access Control Equipment

This course covers the functions, benefits and limitations of access control technology. Topics include lock and key security, understanding and use of electronic access control devices, CCTV functions and monitoring techniques, and alarm technology and response. This course stresses that successful access control programs rely on both technology and vigilant security officers.

Bomb Threats

This course provides specialized training to security officers as first responders to bomb threats. Topics include being prepared, remaining observant, fielding calls, and responding to and reporting bomb threat incidents. The Securitas Bomb Threat Checklist can be printed from the course. A realistic simulation exercise gives security officers the chance to practice their skills.

Crowd Control

This course focuses on how to help protect clients' employees, guests and property in situations that draw crowds, such as planned events and demonstrations, work stoppages, and fire and accident scenes.

Topics include knowing the difference between a crowd and a mob, preparing for crowd control duty, managing aggressive individuals, and maintaining a professional demeanor.

Maritime Transportation Security Act – MTSA

This program was produced by the Pinkerton risk management division of Securitas for security officer training at port facilities. It is a comprehensive review of the Maritime Transportation Security Act.

Customer Service Essentials

Customer service is a fundamental duty of security officers. In this interactive e-learning course, students learn and practice the Securitas formula for excellent client service. Additional topics include the Securitas core values of Integrity, Vigilance and Helpfulness; the five fundamental customer needs; actions and attitudes for outstanding customer service; and active listening skills.

Customer Service Excellence

This course focuses on improving client satisfaction and fostering a team approach to client service. Course highlights include understanding clients and what they expect, creating a positive total experience, dealing with challenging clients, and becoming a service star. This course is part of the Securitas Professional Development Series.

Dealing with Difficult People

This course outlines the skills and practices needed by client service professionals to defuse, calm and positively resolve a negative encounter with a difficult person. The course focuses on active listening skills—listen, clarify, confirm, think before responding, acknowledge, explain, offer a solution—and how to act professionally and remain under control in difficult situations.



Documenting Discipline

This course helps supervisors and managers with the human resource management issue of documenting discipline. It offers strategies to approach discipline in an effective and supportive manner while maintaining critical records of disciplinary incidents. Topics include the FOSA+ system; discipline and termination issues; and disciplinary meetings. This course is part of the Securitas Professional Development Series.

Emergency Response

This course covers critical areas of understanding and following emergency response plans and the importance of personal safety. Dynamic interactive exercises reinforce learners' understanding of how to respond to emergencies such as accidents and illnesses; leaks and spills; power outages; and natural disasters, including earthquakes, tornados, hurricanes, floods and winter storms.

Fire Safety

Fire Safety teaches the fundamentals of fire prevention, detection and response. Topics include fire hazards, the importance of vigilance and reporting in fire prevention, what to do in case of fire, safety-first guidelines for extinguishing a fire, the four classes of fire extinguishers and their specific uses, and the P.A.S.S. method for operating a fire extinguisher correctly.

How to Get Everything Done

This time management course aimed at managers and supervisors focuses on the "how-to" of prioritizing tasks, overcoming procrastination, organizing paperwork, conducting more productive meetings, and delegating tasks. Topics include time-saving techniques, strategies for developing better work habits, and managing multiple priorities. This course is part of the Securitas Professional Development Series.

Law and Order

This course deals with crime and its aftermath—a criminal or civil trial. It covers security officers' responsibilities when encountering a crime scene and what they can expect if called to testify. Topics include protecting evidence, securing a crime scene, reporting a crime, subpoenas, the different types of hearings and useful tips on giving testimony.

Limits to Authority

Limits to Authority emphasizes and demonstrates how the role, responsibilities and authority of security officers differ from those of law-enforcement personnel, especially in instances involving criminal or threatening behavior. Topics include the importance of following post orders, guidelines for conducting inspections and searches, detention and use of force.

Listen Up: Hear What's Really Being Said

This course teaches the fundamentals of active listening in order to help learners become better managers, supervisors and team players, and provide excellent service to clients. Topics include becoming an active listener, techniques to improve listening and responding skills, and potential negative outcomes of poor listening. This course is part of the Securitas Professional Development Series.

Motivation in the Workplace

This course provides managers and supervisors with insight and techniques on how to acknowledge, motivate and reward their team members. Topics include workbased needs, money and motivation, managing for continuous improvement, positive and negative feedback, and practical solutions to increase workers' motivation. This course is part of the Securitas Professional Development Series.



Patrolling Tips & Techniques

Patrolling is a fundamental duty of security officers. In this course, participants learn about the function and purposes of patrol, patrol methods and types of patrol, and how to prepare for and conduct safe and effective patrols. Interactive exercises challenge learners to spot potential hazards and risks they might encounter while on patrol.

Perimeter and Vehicle Access Control

This course addresses a primary duty of security officers: to keep intruders from breaching the perimeter of client sites—whether they are on foot or in vehicles. Topics include types and functions of perimeter barriers, the importance of maintaining clear zones, detecting and reporting perimeter breaches, conducting simple and visual searches of vehicles, and vehicle access control procedures.

Radio Communications

This course focuses on how to use and care for a fundamental tool of the trade—the two-way radio. Topics include the function and common features of radios, range and limitations of radio transmissions, battery charging and maintenance tips, radio etiquette and communication protocol, and use of 10-codes.

Report Writing

This course instructs learners in how to produce complete and accurate reports. Topics include Do's and Don'ts of reporting writing; Daily Activity Reports and Incident Reports; and five rules of effective report writing—answer the 4Ws, state facts clearly, be concise, be accurate and report in chronological order. Interactive exercises also test learners' quick observation skills.

Substance Abuse

This course addresses the safety and security issues that can result when substance abuse affects the workplace. Topics include the role of security officers to observe and report, signs of potential substance abuse, and how to respond properly to individuals who may be drugimpaired. Securitas' policy and commitment to a drug-free work environment are also discussed.

Telephone Excellence

This course demonstrates how to excel at client service on the phone. It focuses on fundamental skills such as identifying oneself and addressing callers in a professional, courteous manner; speaking clearly using a pleasant tone of voice; using active listening skills to confirm callers' needs; and procedures for providing assistance, taking messages, placing callers on hold and transferring calls.

Traffic Control and Parking Lot Security

This course addresses specific post duties that call for monitoring and directing traffic, and maintaining parking lot security. Interactive graphics and exercises help security officers learn and practice significant points of traffic control and parking lot security. Topics include controlling traffic flow, directing traffic using hand signals, safety awareness, parking garage patrols and access control.

Workplace Violence

This course aims to help security officers prevent violent incidents by detecting, deterring and reporting aggressive individuals and their actions. Topics include recognizing potentially violent individuals and situations, preventing incidents from escalating, and properly responding to and following up on incidents. Real-life scenarios test learners' ability to spot "red flags" and potential triggers.



Tools

Securitas is committed to empowering our clients with the knowledge they need to be secure. Securitas managers will work with you to help customize a security solution by utilizing a combination of technology tools to give your facility a modern security program.

SecuritasConnect

Through SecuritasConnect, you can have full visibility and control over your security program. SecuritasConnect is your window to view your site's security, at any time of the day or night.

People: Schedule visibility: see at a glance the officers who are scheduled to be on duty.

Procedures: Real-time access to post orders, incident tracking, tour information and more.

Tools: Remote access to the technology utilized at your site.

Training: Monitor officer training details and progress.

Feedback: Monitor ongoing performance against Service Plan goals and defined KPIs.

SecuritasConnect helps to enhance both security officer performance and your daily operations, and can help improve your security program as follows:



Organize and centralize post orders, schedules, time logs, all types of incident reports, tours with near field communication (NFC) technology, and more. Because all reports are paperless, SecuritasConnect allows you to quickly retrieve information to help you make effective decisions.

Efficiency

Reduce your administrative tasks by eliminating manual procedures. SecuritasConnect provides realtime online accessibility to schedules and reports, as well as providing alert notification via text and email.

Accountability and Performance

Increase officer performance and sense of accountability. The constant monitoring has a direct positive impact on liability and motivation, translating into an increase in professionalism and efficiency.

Key Benefits of SecuritasConnect

- Easily customizable and scalable features designed to facilitate your management and improve your operational efficiency.
- Real-time data collection, analysis, trends and metrics capabilities allow for continuous performance improvement.



- An eco-friendly solution that eliminates the need for paper.
- Customized smart-tours with reliable NFC token technology.
- Detailed reports and statistics to help mitigate risk through incident and trend analysis, and identification of incident patterns and potential vulnerabilities.
- Alert notifications when tours are late and smart monitoring around the clock.
- Officer training details: monitor officers' progress through the curriculum, including training program status, courses in progress, and courses completed.
- Information is encrypted and secure.

SecuritasConnect will provide your organization with cutting-edge technology, dynamic and immediate reporting, and industry leading 24/7 support to enhance your existing security program.

Now with Securitas Vision 2.0

SecuritasVision is a secure and scalable web- based application that helps us bring innovation, accountability and efficiency to your facility. It can be deployed at a single property or across your entire organization.

Combines incident management, tour verification, task scheduling, asset tracking and incident alert notification into one easy-to-use application.



Incident reports, daily activity reports and maintenance order requests can be immediately directed to appropriate departments. Pass-down information, changes to post orders and daily duties can be tracked easily to document security. Additionally, a security officer can easily take images to include with the Incident Report. With the smartphone, the officer can quickly make emergency phone calls to contact the police or fire department for emergency assistance.

Securitas Vision saves time and confirms compliance of your security operations, policies and best practices, as well as improving communication and information sharing.

Smart Tours

This allows officers to gather information about your facility and record relevant information on items important to you, such as room temperature, unlocked doors, and slip and fall hazards. Officers have instant access to their Post Orders. In the event they discover an unexpected issue, our officers are able to provide you with any requested data at multiple points across your facility, e.g., burned out light, required doors secured, etc.

The smartphone connects via wireless service to send text messages or email to all interested parties when an event is recorded. This means instant communication is provided to supervisors, managers, maintenance or others who need to be informed about a particular event. If more detail is needed, a full report can be viewed on SecuritasConnect.



GPS and AssetTracking

GPS tracking for officer location, device tracking, GEO-fencing and incident location reporting verifies officer location and tour completion. Using the Asset Tracking feature within the Vision system, your assets such as fire extinguishers are easily tracked and safety compliance is made easier.

Post Orders

Paper post orders are often difficult to update and manage. A dynamic security environment requires procedure updates and changes that are clear and immediate. By deploying Securitas Vision, updates to post orders are fast and easy. Most importantly, the post orders are readily available on the Tablet.

Daily Activity Reports

Often times Daily or Shift Activity Reports go unnoticed. Since officers can document their daily and shift activities electronically, scheduled task/tour completion and incident reports are automatically entered as a line item when there is an active DAR. By using SecuritasVision, we can automatically gather important information from the DAR/SAR.

Key Benefits of Securitas Vision 2.0

- Incident and exception alerts via mobile text messages and/or email.
- A metric building engine that allows you and your district manager to analyze trends and develop proactive procedures based on real data.
- Electronic incident and daily activity reporting in real-time.
- Customized smart-tours.
- Multi-site deployment.
- Consistent performance of security officers using uniform procedures.
- An efficient, user-friendly interface.
- Step-by-step guidance resulting in fewer mistakes, therefore reducing liability.
- GPS officer location, device tracking, geo-fencing and incident location reporting.
- Encrypted and secure information.
- 24/7 client access to reports, images, Key Performance Indicators (KPIs) and critical information via SecuritasConnect.
- Asset Tracking for inventory and safety compliance.

SecuritasVision will provide your organization with cutting-edge technology and industry leading 24/7 support to enhance your existing security program. With its dynamic and immediate reporting, you can always stay up to date with the security of your operations.

^{*}Following pages are sample reports*

Daily Activity Report

Employee: Tyler Reynolds
Account: ABC Co East

Started on: 09/14/2015 06:29am EDT Ended on: 09/14/2015 06:34am EDT



Time	Action	Details		
06:29am EDT 09/14/2015	#1264429 *Activity Log Entry ABC Co East	Comments Officer Reynolds on duty All secure. Officer Signature		
06:29am EDT 09/14/2015	Checkpoint Scan	→ Server Room \ Room B		
06:30am EDT 09/14/2015	Checkpoint Scan	→ Server Room \ Room A		
06:30am EDT 09/14/2015	Checkpoint Scan	→ 1 FI \ IT Ops \ Emergency Exit		
06:30am EDT 09/14/2015	Checkpoint Scan	→ 1 FI \ Data Ctr \ Exit door to IT Ops		
06:30am EDT 09/14/2015	#1264432 Tour Exception	Checkpoint Server Room \ Room A Exception Answer 67.3	Location Server Room \ Room A	Exception Question What is the server room temperature? (45 - 60)
		Category Data Center Temperature	e Check	

Incident Type System(s) Issue

Security Office

Date 2015-9-14 Time 6:27

Incident Location (area, Which Supervisor was apt number, et cetera)

Notified Bill Stevens **Which Property** Manager was Notified

Sara Marshall

Narrative

At 0627 the client's CCTV camera #3 lost its connection. I went to the third floor where the camera was located and did not see any signs of tampering. I immediately reported this to maintenance for repair, and will continue checking this area hourly.

Photo 1



Officer's Signature

09/14/2015

06:34am EDT

#1264466 *Incident Report ABC Co Easi

Securitas Security Services, Inc.

2 Campus Drive Parsippany, NJ 07054





City of San Diego - Public Utilities - Chollas 2797 Caminito Chollas San Diego, CA 92105

*Incident Report	
Report #	2331886
Report Date	12/16/2015
Report Time	02:53pm PST
Created By	Louise Cummings #2030084528
Client	#396962

	Information
Incident Type	Security Breach
Client	City of San Diego, PUD/Water Dept.
Post	
Client was notified	×
If yes, What time?	09:30am UTC
If yes, name the person notified	Bill White
If yes, title of person notified	Emergency Manager
Securitas office was notified	~
If yes, what time?	09:15am UTC
If yes, name of person notified	Ivan Perez
If yes, title of person notified	Account Manager
Police or Fire Department were notified	
If yes, what time?	
If yes, First initial and Last name of officer	
If yes, Report or Badge Number?	
First Person Involved/Witness Relationship	(A) Employee
First Person Name/Position Title	Leonard Hazel, Security Officer
First Person Phone Number	619-527-3932
First Person Organization	Securitas
First Person Address	
Second Person Involved/Witness Relationship	
Second Person Name/Position Title	
Second Person Phone Number	

Second Person Organization	
Second Person Address	
Third Person Involved/Witness Relationship	(C) Other
Third Person Name/Position Title	
Third Person Phone Number	
Third Person Organization	
Third Person Address	
Description of Property / Equipment (ex Brand, Model, License, Serial #, Color, Year)	A pair of bolt cutters were found by the Dam. The bolt cutters are approximately 18 inches long black with a yellow label attached.
Description of Incident / Injury (WHO, WHAT, WHERE, WHEN, and HOW include all information)	on 16 Dec 2015, Wednesday at 0915 hours, Officer Hazel (Patrol) reported from Lake Hodges Dam that he discovered a pair of bolt cutters by the Dam at the lower level. The bolt cutters are approximately 18 inches long, black with a yellow label attached. Officer Hazel conducted a check of the surrounding area and found all the locks, doors and chains intact. The gallery area was checked as well, all appeared to be in order. No further action taken by the SOC. See attached photo.
Other Incident Type:	Suspicious Activity
Date	12/16/2015
Time	09:15am UTC
Incident Location (area, apt number, et cetera)	Lake Hodges
Which Supervisor was Notified	Bill White
Which Property Manager was Notified	
Police Involved	
EMS Involved	
Fire Involved	
Arrest Made	
Narrative	on 16 Dec 2015, Wednesday at 0915 hours, Officer Hazel (Patrol) reported from Lake Hodges Dam that he discovered a pair of bolt cutters by the Dam at the lower level. The bolt cutters are approximately 18 inches long, black with a yellow label attached. Officer Hazel conducted a check of the surrounding area and found all the locks, doors and chains intact. The gallery area was checked as well, all appeared to be in order. No further action taken by the SOC. See attached photo.
Photo 1	
Officer's Signature	*C



Mobile Patrol Route

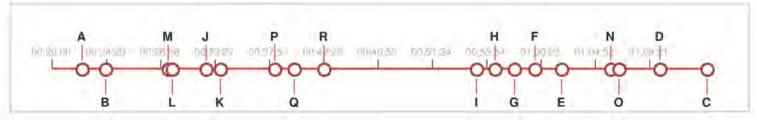
Route: Mobile Patrol Route

Employee: Luis McIntosh

Start: 01/18/2016 12:20am PST

End: 01/18/2016 01:44am PST

Duration: 84 Minutes



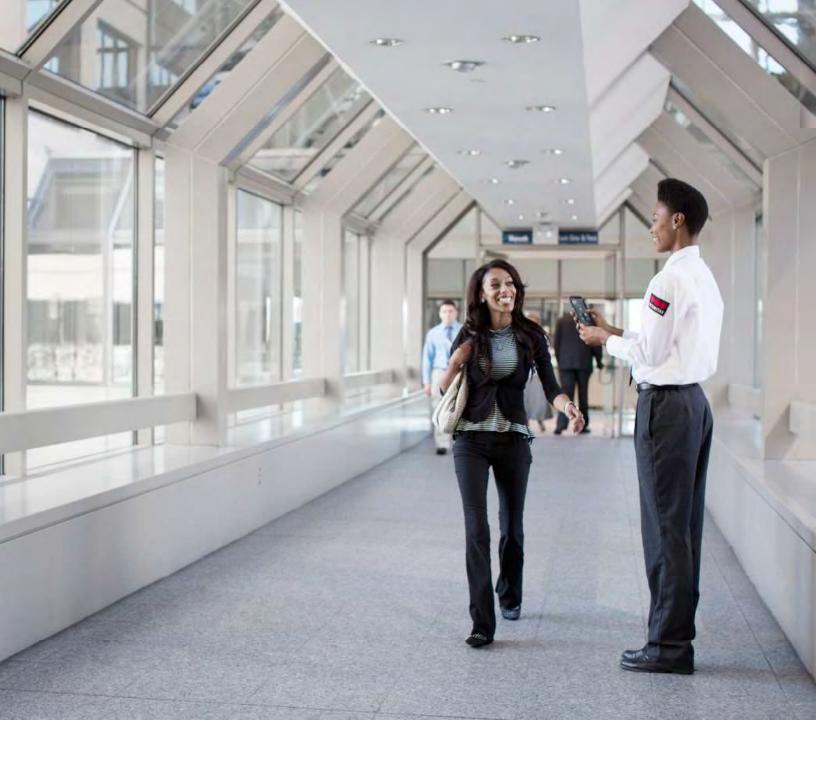
	Checkpoint	Patrol Date	Patrol Time	Result
	Gate 25 (SOC) - On Fire Alarm Panel	01/18/2016	12:22am PST	Scanned
3	Gate 22 - South East Security Sign	01/18/2016	12:24am PST	Scanned
	CoGEN PLANT CONTROL ROOM	01/18/2016	01:13am PST	Scanned
	Medical Gate - On Pole - Inside	01/18/2016	01:09am PST	Scanned
	Gate 107 - Eastside - Vehicle Gate	01/18/2016	01:01am PST	Scanned
	Gate 107 - Westside Vehicle Gate (Near Guardhouse)	01/18/2016	12:59am PST	Scanned
	Gate 107 - Pedestrian Gate	01/18/2016	12:58am PST	Scanned
	Bldg 79 Door 79-1	01/18/2016	12:55am PST	Scanned
	Bldg 79 Door 79-3	01/18/2016	12:55am PST	Scanned
	Gate 71 - (Old 68) On Sign	01/18/2016	12:32am PST	Scanned
	Bldg 117 - Wastewater - S/E Side on Building Corner	01/18/2016	12:33am PST	Scanned
	Cafe 33 - Exterior - Left Side of Bul-Board	01/18/2016	12:29am PST	Scanned
	Cafe 33 FREEZER TEMP CHECK	01/18/2016	12:29am PST	Scanned
	G Street Gate	01/18/2016	01:05am PST	Scanned
	Bldg 99 - Lobby - Exterior-Left Side Window Pane	01/18/2016	01:06am PST	Scanned
	Gate 66 - Exterior (On Sign)	01/18/2016	12:37am PST	Scanned
	Parking Lot #10 - On Fire Gate Right Side	01/18/2016	12:40am PST	Scanned
	Gate 29 - Westside - Security Sign	01/18/2016	12:41am PST	Scanned

	Checkpoints	18
100%	Scanned	18
	Missed	0

Tour Details



Time	Action	Details
12:22am PST 01/18/2016	Checkpoint Scan	→ Gate 25 (SOC) - On Fire Alarm Panel
12:24am PST 01/18/2016	Checkpoint Scan	→ Gate 22 - South East Security Sign
12:29am PST 01/18/2016	Checkpoint Scan	→ Cafe 33 FREEZER TEMP CHECK
12:29am PST 01/18/2016	Checkpoint Scan	→ Cafe 33 - Exterior - Left Side of Bul-Board
12:32am PST 01/18/2016	Checkpoint Scan	→ Gate 71 - (Old 68) On Sign
12:33am PST 01/18/2015	Checkpoint Scan	→ Bldg 117 - Wastewater - S/E Side on Building Corner
12:37am PST 01/18/2016	Checkpoint Scan	→ Gate 66 - Exterior (On Sign)
12:40am PST 01/18/2016	Checkpoint Scan	→ Parking Lot #10 - On Fire Gate Right Side
12:41am PST 01/18/2016	Checkpoint Scan	→ Gate 29 - Westside - Security Sign
12:55am PST 01/18/2016	Checkpoint Scan	→ Bldg 79 Door 79-3
12:55am PST 01/18/2016	Checkpoint Scan	→ Bldg 79 Door 79-1
12:58am PST 01/18/2016	Checkpoint Scan	→ Gate 107 - Pedestrian Gate
12:59am PST 01/16/2016	Checkpoint Scan	→ Gate 107 - Westside Vehicle Gate (Near Guardhouse)
01:01am PST 01/18/2018	Checkpoint Scan	→ Gate 107 - Eastside - Vehicle Gate
01:05am PST 01/18/2016	Checkpoint Scan	→ G Street Gate
01:06am PST 01/18/2016	Checkpoint Scan	→ Bldg 99 - Lobby - Exterior-Left Side Window Pane
01:09am PST 04/18/2016	Checkpoint Scan	→ Medical Gate - On Pole - Inside
01:13am PST 01/18/2016	Checkpoint Scan	→ CoGEN PLANT CONTROL ROOM
01:44am PST	Checkpoint Scan	→ Gate 25 (SOC) - On Fire Alarm Panel





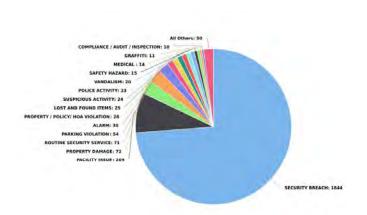
Government Incident Analysis Severity Level 1,2,3 (07/01/2019 - 09/30/2019)

Incident Count Charts

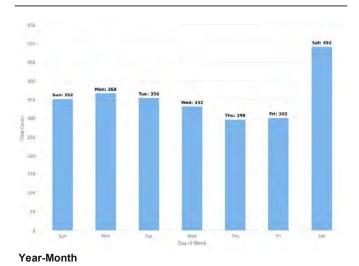
Count of incident reports grouped by multiple dimensions to better assess security needs

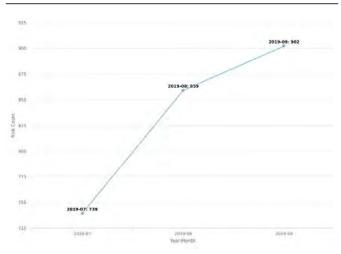


Master Incident Category

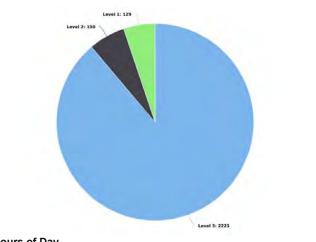


Day of Week

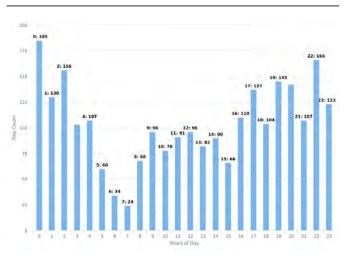




Incident Severity Level(1 - 5)



Hours of Day



Incident Category by Day Heat Table

Total count of incidents reported by days of the week



Master Incident Category	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
911 DISPATCHED			1					1
ACCIDENT					1			1
ALARM	7	4	3	5	2	5	4	30
COMPLAINT CUSTOMER / CLIENT			1	4		1		6
COMPLIANCE / AUDIT / INSPECTION	3	1		1	3	1	1	10
FACILITY ISSUE	41	29	20	33	25	24	37	209
GRAFFITI	1	4	2	3			1	11
HARASSMENT			1			2	1	4
LOST AND FOUND ITEMS	4		5	5	3	3	5	25
LOST CHILD		1						1
MEDICAL		3	3	2	4	2		14
MOTOR VEHICLE ACCIDENT		2		2	2	1	1	8
NON-VIOLENT CRIME		3	1		1	3	1	9
PARKING VIOLATION		14	14	11	6	9		54
POLICE ACTIVITY	3	2	2	2	1	2	11	23
POWER OUTAGE			1	1			1	3
PROPERTY / POLICY/ HOA VIOLATION	1	5	6	3	5	6	2	28
PROPERTY DAMAGE	6	6	13	10	10	9	18	72
ROBBERY		1						1
ROUTINE SECURITY SERVICE	5	4	9	4	16	9	24	71
SAFETY HAZARD	1	4	3	3	1		3	15
SECURITY BREACH	274	279	260	233	204	220	374	1844
SUSPICIOUS ACTIVITY	2	2	3	3	9	1	4	24
THEFT						1	1	2
TRESPASSING			1		1			2
VANDALISM	4	1	5	5	1	2	2	20
VIOLENT CRIME				1	1		1	3
WORKPLACE ACCIDENT		1		1		1		3
WORKPLACE VIOLENCE		2	2		2			6
Total	352	368	356	332	298	302	492	2500

Incident Category by Month Heat Table

Total count of incidents reported by month, organized by incident category.



Master Incident Category	Jul	Aug	Sep	Total
911 DISPATCHED	1			1
ACCIDENT	1			1
ALARM	15	3	12	30
COMPLAINT CUSTOMER / CLIENT	1	2	3	6
COMPLIANCE / AUDIT / INSPECTION	2	4	4	10
FACILITY ISSUE	75	78	56	209
GRAFFITI	2	2	7	11
HARASSMENT		2	2	4
LOST AND FOUND ITEMS	16	3	6	25
LOST CHILD	1			1
MEDICAL	7	2	5	14
MOTOR VEHICLE ACCIDENT	3	3	2	8
NON-VIOLENT CRIME		3	6	9
PARKING VIOLATION	15	16	23	54
POLICE ACTIVITY	9	8	6	23
POWER OUTAGE	2		1	3
PROPERTY / POLICY/ HOA VIOLATION	5	8	15	28
PROPERTY DAMAGE	22	13	37	72
ROBBERY	1			1
ROUTINE SECURITY SERVICE	18	32	21	71
SAFETY HAZARD	5	4	6	15
SECURITY BREACH	519	659	666	1844
SUSPICIOUS ACTIVITY	8	9	7	24
THEFT	1		1	2
TRESPASSING	1		1	2
VANDALISM	4	6	10	20
VIOLENT CRIME			3	3
WORKPLACE ACCIDENT	2	1		3
WORKPLACE VIOLENCE	3	1	2	6
Total	739	859	902	2500



SecuritasSentry

SecuritasSentry is an intrusion detection system that uses PIR (motion) sensors to trigger onboard cameras, record and wirelessly transmit activity. A remote central panel then distributes the video for incident verification.

How Does SecuritasSentry Work?

This force-multiplier is perfect for real-time alerts in areas that need additional coverage, enabling officers to be in more than one place at a time. SecuritasSentry is truly a complete intrusion detection system, and not meant to replace a camera system. Combined with officer(s), it is a highly effective and extremely affordable security tool.

When motion is detected by the PIR sensor, a 10-second video is sent and stored on a central server. This video is then shared with a notification list. Once the video is received, our officer is able to assess the incident and either responds to the area to confirm a false alarm or notify the proper authorities of a confirmed alarm.



Key Concepts of SecuritasSentry

- The system is easy to install with multiple mounting hardware. This flexibility allows the system to be deployed temporarily if necessary. (e.g., while an officer is on patrol).
- SecuritasSentry monitoring activates by schedule, proximity reader, key pad or remote.
- Captured video is stored remotely and archived for any future verification of events.
- Increase your security coverage without increasing your budget.
- This force-multiplier allows officers to monitor more than one area at a time.
- Incur little to no cost for initial installation and annual maintenance.
- Receive significant ROI for both time and money.
- Receive ease of operation with unlimited possibilities even if needs change.



National Communications Center (NCC)

Securitas has a state-of-the-art National Communications Center (NCC) in Charlotte, NC. Operating 24 hours a day, seven days a week, the NCC provides after-hours telephone support and alarm response functions for Securitas, manages the company's Post Confirmation System (PoCo), and acts as a single point of contact for our Security Response Services.



The NCC is staffed by well-trained operators who are employees of Securitas. The center is assured of continuous operation through its own uninterrupted power supply, back-up diesel electric generation, multiple telecommunication providers, and redundant database servers. Additionally, there is a full-capability disaster recovery hot site available for emergencies, so the NCC should always be available and online. The NCC is equipped with cutting-edge telephone and computer technology that helps calls be placed in proper priority queues and handled in accordance with operating procedures. All NCC activities

conform to published service levels and are documented in a permanent database. Securitas branch offices receive computer-generated detail of NCC activities on a daily and weekly basis. All calls are recorded and stored for one year. Recorded calls are available for individual review and can be sent via email as WAV files.

The NCC staffs its center to meet a service goal of answering all calls in 30 seconds or less. For the most recent 12-month period, performance statistics for the NCC show that this service level has been achieved and bettered, with the NCC's average speed of call answering at 29 seconds.

Call volume is monitored on a daily basis to help ensure adequate staffing to achieve our service level goals. Staff headcount is based on projected call volumes for each 30-minute interval of a day and adjusted accordingly.



Post Confirmation System (PoCo®)

A proprietary electronic system that we can implement at The City of San Diego Public Utilities is our Post Confirmation (PoCo) system. Our National Communications Center (NCC) oversees our PoCo system that monitors officers without on-site supervision. PoCo is an automated check-in system that verifies posts are staffed by the scheduled officers, helps ensure that the officers are safe, and reacts to open post situations in an effective and timely manner.

Post Confirmation is accomplished in several ways:

- The assigned officer can dial into PoCo during a pre-determined time slot and leave a response to a computerized message.
- PoCo can call the post during a pre-determined time slot to verify the officer is on duty. The
 officer answers and enters a code in response to a computerized message.
- PoCo can call the post randomly to verify the officer is on duty.
- If PoCo does not receive a call or if the officer does not respond to the computer calling the post, PoCo sends an alert to the NCC. An NCC Customer Care Representative (CCR) will then attempt to confirm that an officer is on duty by calling the site. If confirmation cannot be obtained, the CCR will escalate the matter by contacting a supervisor, manager, etc., so that branch personnel can further investigate.

Each of the above actions is decided locally by each office for each post and is part of the setup and maintenance of PoCo. Activity reports are provided to the local managers on a daily basis.

Reports summarize activity for each post, showing confirmations and missed calls, and include identification codes as follows:					
CALL OUT	(CO)	PoCo will call the post at a designated time.			
CALL IN	(CI)	PoCo expects a call from the post at a designated time.			
CALL BACK	(CB)	PoCo calls back the post after the post calls in. This verification that the call came from the phone at the post.			
CALL RANDOM	(CR)	PoCo will call the post at random times.			



Securitas Automated Field Enterprise System (SAFES)

Securitas' exclusive computerized management and scheduling tool, SAFES, has taken security services reporting to a higher level.

SAFES gathers data from all branch locations, uploads weekly, and generates all payroll, billing, accounts receivable, accounts payable and financial records.

The benefits to our clients and employees are:

- Accurate paychecks.
- Correct, easy-to-read client invoices.
- Flexible billing options to meet client-specific requirements.

Value-added service features include the following:

- Client/contract billing and service information are stored and maintained. This includes the selection of invoice formats, billing cycles and billing methods such as consolidated and contract flat invoicing.
- Master and working schedules, including post names, are stored and maintained. In conjunction
 with employee and client information, the scheduling data automatically drives both payroll and
 billing transactions.
- Supplemental charges and payments include automated recurring and one-time supplemental charges (e.g., auto lease). This allows both reimbursement of employee- incurred expenses such as mileage and billing of non-hourly charges to clients.
- Corrections to payroll and billing for prior period activity are maintained.



Feedback

Service Excellence

To assure consistency in the level of delivered service, Securitas builds the service requirements of The City of San Diego Public Utilities into its local Client Service Plan and uses performance management and measurement tools to ensure quality control within our service offering, refining it over time.

Quality service delivery is driven at the local office level-close to our clients. We believe that judgment of service quality depends on the perception of each client. As a service company, we know that quality must be built into our service offering. This means that everything we do must help to deliver the service outcomes that our clients value.

Delivering world-class service relies on three key components:

- Service Commitment our organizational approach for assuring client satisfaction. ("Are we meeting expectations and creating value?")
- Service Level Management our account management approach for using tools and measures to assess and report the level of service we deliver to each client. ("Are we delivering consistent service across the client locations we serve?")
- Performance Management our operational approach to addressing service level and cost. ("Are
 we gathering data at the local level that allows us to determine the service behaviors and
 methods that yield the best results for the security services team?")

We believe all service is local because it is assessed at the point of delivery. We have focused on building effective working relationships with our clients - relationships that are based on strong local offices with responsive management and competent technical staff who are committed to service.

Service Commitment

Competing on "service level" is the key element for advancing many service organizations. Within the security profession, Securitas stands alone for putting processes in place that drive behavior and results:

- The core values of our organization-Integrity, Vigilance and Helpfulness-are intrinsic motivators that empower our employees to do the right thing for our clients.
- Our five service value drivers (responsiveness of management, individualized attention to client needs, consistent and reliable service, security officer appearance and demeanor, and trust and confidence in security officers) are regularly discussed in Client Service Review meetings. The behaviors and expected results for each of these service value drivers are mutually determined with each client for each specific location.
- Our service performance is linked to the effectiveness of the key business processes that deliver
 value to our clients (e.g., recruiting, hiring, training, employee development, service delivery,
 client development, office management, scheduling, payroll and billing). We have defined and
 documented these processes that promote Excellence in Service and refer to them as the
 HEROES processes. They are our framework for Having Everyone Receive and Offer Excellent
 Service.



Our core values, service drivers and processes position us to meet client needs through the participation of our people, local market focus, and service level management.

Service Level Management

Securitas' goal is to manage and deliver locally focused protective services that we jointly implement with The City of San Diego Public Utilities. Specifically, we will develop a Client Service Plan that meets and exceeds your expectations for security officer duties, safe practices, staffing, training, account management and communication. This Service Plan includes the development of service measures so that the daily activities and tasks performed will meet the expectations of The City of San Diego Public Utilities for behaviors and results.

Commitment to Service Excellence through Performance Management and Measurement

Securitas employs one common set of service delivery tools as part of our Service Excellence program. This program is the primary quality assurance program for the organization. It promotes world-class service delivery by linking one standard service delivery method and tools to the service cycle for our clients, namely:

- Service Initiation (Transition and Implementation Plans).
- Service Delivery (Client Service Plan).
- Client Relationships (Service Delivery History and Service Enhancement Plan).
- Client Development (Annual Service Review Meeting).



Client Service Plan

In collaboration with The City of San Diego Public Utilities local management representative, Securitas establishes a Client Service Plan that outlines specific service goals and defines supporting Key Performance Indicators (KPIs). This plan serves as a road map for managing and monitoring service performance. The Service Plan is updated annually following a joint management review meeting, or more often when mutually deemed appropriate.

The Client Service Plan is the primary tool used to measure and monitor the local delivery of security services.



After defining specific Service Goals, KPIs are established to measure the attainment of the goal. KPIs are quantifiable measurements that help us monitor the results of our actions.

We regularly track the KPIs to assess how we are performing against an agreed upon Service Goal. They become the measuring stick by which all service performance, across all service locations, is measured. Operating definitions for the KPIs are mutually determined with client stakeholder management input prior to implementation.

Service Enhancement Plan

To consistently implement and monitor improvement actions, Securitas uses a Service Enhancement Plan that is mutually developed with The City of San Diego Public Utilities stakeholder management team.

Discussion in the regular service review meeting may sometimes identify areas requiring attention and follow up. Our local manager leads a discussion with The City of San Diego Public Utilities management representative to mutually develop the Service Enhancement Plan. Progress is then reviewed and discussed in subsequent meetings.

Continuous communication with the local client management representative to share progress against goals, to seek input or advice, and to review results is the primary service quality assurance monitoring activity. Service Enhancement Plans are tracked by local, area and region management teams.

Service Enhancement Plans are typically developed as a result of the service review process.

This performance-based approach to controlling and reporting on service levels is built upon the premise that "it's what you do with what you learn" that is most important for developing a strong client partnership for security service delivery.

Securitas applies these tools to foster frequent, open communication (internally as well as externally), to maintain a client-focused approach to service delivery management and to advance the service relationship through mutual goal-setting and responsive action.

These tools help to ensure a consistent, common service level management approach across all client locations served. In this way, service quality methods and client-focused leadership are built into the service offering.

D. ADDITIONAL INSURANCE

At all times during the term of the contract resulting from this solicitation, the Contractor shall maintain insurance coverage as defined in the City's General Contract Terms and Provisions (Exhibit C).

The following additional insurance is also required:

Crime Insurance. Crime and Employee Dishonesty/Fidelity coverage for a minimum of twenty-five thousand dollars (\$25,000.00) per employee or one hundred thousand dollars (\$100,000.00) blanket limit.

E. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

F. PRICE SCHEDULE

Proposer must complete the price schedule in its entirely to be considered for this Contract. The quantities (Annual Est. Hours) listed are for the purposes of comparing cost proposals and establishing pricing. The actual quantities may vary depending on the demands of the City. Any variation from this estimate shall not entitle the Contractor to an adjustment in the unit price or any additional compensation. The hourly rates shall include all costs associated with providing the required service as specified within this RFP.

SECTION 1

Note: Extension = Annual Est. Hours x Unit Price Per Hour

Site	Annual Est. Hours	Guard Category I-IV	U/M	Description	Unit Price Per Hour	Extension
1.	35,040	I	HR	Wastewater Treatment Plants	\$ 22.62	\$ 792,604.80
2.	26,280	I	HR	Water Treatment Plants	\$ 22.62	\$ 594,453.60
3.	43,800	I	HR	Chollas Operation Yards (golf cart required)	\$ 22.62	\$ 990,756.00
4.	35,040	I	HR	Dams	\$ 22.62	\$ 792,604.80
5.	8,760	I	HR	Metropolitan Operations Center	\$ 22.62	\$ 198,151.20
6.	13,336	I	HR	Pump Stations Metro	\$ 22.62	\$ 301,660.32

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3

Conti	Continued – Section 1						
7.	2,920	I	HR	Customer Care Center	\$ 22.62	\$ 66,050.40	
8.	5,840	I	HR	E.M.T.S. Harbor Lab	\$ 22.62	\$ 132,100.80	
9.	8,760	I	HR	Barrett Honor Camp	\$ 22.62	\$ 198,151.80	
10.	8,760	II	HR	Security Guard – SOC Alarms Guard	\$ 22.62	\$ 198,151.20	
11.	17,520	III	HR	Security Guard – Mobile Patrol (vehicle required)	\$ 23.96	\$ 419,779.20	
12.	6,680	IV	HR	Security Operations Center - Lead Security Guard	\$ 24.69	\$ 164,929.20	
13.	2,080	V	HR	Security Operations Center - Supervising Security Guard	\$ 24.69	\$ 51,355.20	
14.	288	VI	HR	Armed Guard-Various Sites, as Needed	\$ 35.71	\$ 10,284.48	
		mated Total:	\$ _4,911,032.40				

SECTION II

Note: Extension = Number of Vehicles x Unit Price Per Month

Site	Number of Vehicles	U/M	Description Unit Price Per Month		Extension
1.	2	MO	Mobile Patrol Vehicle \$ 3,290.13		\$ 789,963.24
2.	1	МО	Chollas Operation Golf Cart	\$ 3,900.00	
	\$ _82,863.24				
	\$ 4,993,895.64				
	\$ <u>24,969,478.20</u>				

FIRST AMENDMENT TO CONTRACT FOR SECURITY GUARD SERVICES FOR PUBLIC UTILITIES DEPARTMENT

This First Amendment to the Contract for Security Guard Services for Public Utilities Department (First Amendment) is made and entered into by and between the City of San Diego (City) and Securitas Security Services, USA, Inc. (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

- 1. City issued RFP 10089563-20-J, Security Guard Services for Public Utilities Department, resulting in a contract between the City and Contractor (Contract). The Contract is comprised of the RFP and Cover Sheet; the successful proposal; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the RFP, if any; the previous amendments to the Contract, if any; and the City's General Contract Terms and Provisions.
- The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.
- 3. The Parties wish to amend the Contract to include the following: add additional special entry-screening services; reduce the Performance Bond requirement; and add language to City's Indemnification clause with regards to the special entry-screening services.

TERMS

1. Exhibit B (Scope of Work), Section A.21 (Extra Service) shall be revised in part to add a second paragraph, which reads as follows:

Contractor shall provide the special entry screening services as outlined in the attached, Attachment A, Entry Screening Services. The additional entry screening services shall be subject to 7.1.1 Indemnification for Entry Screening Services of the City's General Contract Terms and Provisions.

- 2. Exhibit B (Scope of Work), Section C (Performance Bond) shall be revised in its entirety to read as follows:
- C. Performance Bond. Contractor shall provide a Performance Bond in a sum equal to fifteen percent (15%) of the contract price. The surety bond shall be executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego. Proof of such performance bond shall be submitted to the City of San Diego Purchasing and Contracting Department within ten (10) days of request. The bond shall be maintained by the Contractor in full

Contract Amendment Effective: October 13, 2014 OCA Document No. 861155 3 force and effect during the entire period under contract. Failure to do so shall be cause for termination of the contract.

- 3. Exhibit C T&P's, Section 7.1 (Indemnification) is revised in part add Section 7.1.1, which reads as follows:
- 7.1.1 Indemnification for Entry Screening Services. To the maximum extent permitted by applicable law, City will defend and indemnify Contractor against any claim, loss, damage, injury, or expense (including, but not limited to, attorneys' fees and costs of suit) arising from, related to, or in conjunction with the Entry Screening Services, regardless of whether the claim, loss, damage, injury or expense is alleged to arise, in whole or in part, directly or indirectly, from the negligence (active or passive) or misconduct of Contractor, its employees or agents.
- This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.
- All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Securitas Security Services, USA, Inc.

By: Kelly Senados

Name: Kelly Senados, CPP

Title: Area Vice President

Date: 9/16/2020

City of San Diego

Christiana Gauger

Name: Interim Director

Purchasing and Contracting

Title.

Date: 9/18/2020

MARA W. ELLIOTT, City Attorney

By:

Deputy City Attorney

Print Name