

# ORIGINAL

## CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090056-24-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) # 10090056-24-J Security Guard Services for Public Utilities Department (Contractor).

### RECITALS

On or about 7/26/2023, 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 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.

**1.3 Contract Administrator.** The Public Utilities Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Lorne Hampton  
Security & Emergency Planning Manager  
2797 Caminito Chollas  
San Diego, Ca. 92105  
619-527-5406  
lhampton@sandiego.gov

### ARTICLE II DURATION OF CONTRACT

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. 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.

### **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 \$57,000,000.

### **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 1<sup>st</sup> 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:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> 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.

**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

Inter-Con Security Systems, Inc.  
Proposer

201 S. De Lacey Avenue  
Street Address

Pasadena, CA 91105  
City

(626) 535-2234  
Telephone No.

nmartau@icsecurity.com  
E-Mail


CITY OF SAN DIEGO  
A Municipal Corporation

BY: 

Print Name:  
Claudia Abarca  
Director, Purchasing & Contracting Department

Feb 21, 2024  
Date Signed

BY:

  
Signature of  
Proposer's Authorized  
Representative

Neil Martau  
Print Name

Chief Administrative Officer  
Title

9/27/2023  
Date

Approved as to form this 21 day of

February, 2024.  
MARIA W. ELLIOTT, City Attorney

BY:   
Bonny Hsu (Feb 21, 2024 10:45 PST)  
Deputy City Attorney



**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.**

**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:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

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.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>20</b>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Clarity and brevity of the response.	
4. Exceptions submitted in response to the RFP.	
<b>B. Qualifications and Experience.</b>	<b>35</b>
1. Past performance where work of similar size and scope was performed as verified through professional references and self-reporting in this RFP.	
2. Entity organization chart and resumes of all management and supervisors including Account Manager.	
3. Knowledge of the latest policies and practices of driving consistent results in the Security Services industry. Demonstrated contributions to or involvement in industry advancement.	
4. Number of Contractor's own direct employees and number of subcontractors, franchisees, or other third parties utilized to conduct the work task as specified in this RFP.	
5. Demonstrated retention of staff and supervisors in previous performance at comparable facilities.	
6. Reference checks.	
<b>C. Compatibility of Proposal Plan with City Specifications.</b>	<b>30</b>
1. Ability and plan to provide reliable and consistent staff and staffing levels to guard the facilities as specified in this RFP.	
2. Ability to provide strong management and supervision to ensure consistent security guard service results as specified in this RFP.	
3. Knowledge and understanding of the scope of work and the capability to effectively meet the City needs.	
4. Details methods to accomplish the work, including technical and management considerations. Tasks and approach are clearly described.	
<b>D. Equipment and Materials</b>	<b>10</b>
1. Evaluation of the proposed patrol vehicle based on cut sheets/brochures	
2. Guard Management/Incident Reporting System	
3. GPS tracking software	
4. Use of new technology	
<b>E. Price.</b>	<b>5</b>
<b>SUB TOTAL MAXIMUM EVALUATION POINTS:</b>	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
<b>FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:</b>	<b>112</b>

\*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. 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.

**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 in excess of 100 water and wastewater facilities throughout San Diego County with many operating and requiring security guard services 24 hours per 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 1.6 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 2.5 million.

#### **2. GENERAL SCOPE OF WORK**

The City requires professional security guard services at its various water and wastewater critical infrastructure sites located throughout San Diego County (see Section 27 - Listing of Public Utilities Department Facilities) on 24 hours a day, seven (7) days a week basis, consisting of roving foot patrols, vehicle patrols, and stationary guards. The City estimates it will require approximately 245,000 service hours, which is approximately equivalent to one hundred and twenty-five (125) dedicated security guards posted at facilities ranging from single 8-hour shifts to 24/7 365 days a year. For reference, the 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 TOURS**

All Contractors are required to attend the pre-proposal conference and site tours on **August 2, 2023 at 9:00 a.m.** The pre-proposal conference will be held at the following address:

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

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

The pre-proposal conference will include a site tour of several locations representing the types of facilities and environments security guard services are required. An itinerary of the tour locations will be provided at the start of the pre-proposal

conference. Tour participants will be granted supervised guided access to the facilities. Any vendor failing to arrive at a facility tour location, and enter with the tour group, will not be allowed access to that location after the fact. The City will not provide transportation. Transportation to and from the pre-proposal conference and site tours are the sole responsibility of the Contractor. Tour participants will be required to park in designated "visitor" parking areas and sign in with the City's tour organizer.

Contractors are responsible for verifying site conditions and size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with the scope of work. No additional compensation or relief from contract obligations will be granted due to a lack of knowledge of a site.

Questions asked at the pre-proposal conference and/or site tours must be followed up, in writing, in order to receive the City's formal response. All questions must be sent by email to the RFP's City contact at [jpolite@sandiego.gov](mailto:jpolite@sandiego.gov) or through the Planet Bids eBidding System, by the Questions and Comments due date.

Allow up to six (6) hours for the pre-proposal conference and site inspections.

#### **4. CONTRACTOR QUALIFICATIONS**

The City will only consider proposals meeting all the requirements of this RFP. Failure to meet all requirements will disqualify a proposal from further consideration. Contractors must demonstrate successful performance for work of similar size and scope as specified in this contract (i.e., large-scale public critical infrastructure facilities) during the past five (5) years. Contractors must also demonstrate they are qualified and properly equipped to perform the work as specified in this RFP. To enable the City to evaluate a Contractor's, skill, ability, and business standing, 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. Contractor shall provide a company/corporation organization chart and staffing profile including years of tenure for staff. The management and key personnel assigned to this contract may not be changed without the City's prior approval. The Account Manager shall have a minimum of five (5) Years of experience providing security guard services for contracts of similar type, size, and scope.
- 4.2 Past performance with similar size and SOW.
- 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, Contractor shall have a valid branch office certificate for a location within the County of San Diego.
- 4.4 Contractor References. The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the

past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

- 4.5 For each employee assigned to this contract, a copy of their current State of California guard card, and proof of a seven (7) year background check with no felony arrests or convictions is required. The City estimates a minimum of 215,000 hours required for this contract annually. The Contractor must provide proof of sufficient qualified staff to complete all job duties for the requested hours outlined in this RFP.
- 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 Training Certification and Check List for Security Personnel, including any training related to operations at Water and Wastewater Treatment plants and their associated facilities.
- 4.12 Suitable Available Equipment (to be listed on Contractor Standards Pledge of Compliance form).
- 4.13 Proposed patrol vehicle to be used for guard category III (use Contractor Standards Pledge of Compliance form).
- 4.14 Proposed golf cart to be used at the Chollas Operation Yard (use Contractor Standards Pledge of Compliance form).

## **5. SECURITY GUARD PERSONNEL**

The PUD requires six (6) Unit Price Categories for 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). A golf cart shall be provided by the Contractor for the Chollas Operations Yard. Category I guards may be posted for any shift 24/7.

**Guard Category II** – Alarms security guard posted at the Security Operations Center (SOC). Includes monitoring camera feeds, access control system, investigating alarms, and supports the supervising or lead SOC security guard 24 hours per day. Category II guards are posted at the Security Operations Center (SOC) 24/7.

**Guard Category III** – Mobile patrolling security guard with a vehicle provided by the

Contractor 24 hours per day. Bidder's monthly rates shall include all costs associated with providing the required vehicles specified by this RFP.

**Guard Category IV** – Lead Security Guard posted at the SOC, Monday through Friday on the 2<sup>nd</sup> shift (3pm-11pm) and 3<sup>rd</sup> shift (11pm-7am) shifts, and all weekends shifts (7am-3pm, 3pm- 11pm, and 11pm-7am).

**Guard Category V** – Supervising Security Guard posted at the SOC, Monday through Friday 1<sup>st</sup> shift (7am - 3pm).

**Guard Category VI** – Armed Security Guard posted at various PUD facilities as requested by PUD on an as needed basis. Category VI guards shall be on duty at the designated post within four (4) hours of PUD's request.

## **6. SECURITY GUARD BASIC QUALIFICATIONS**

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

- 6.1 Security Guards shall have valid guard cards issued by the State of California. Security Guards must have completed state-approved PC 832 course (forty (40) hour course), or an alternative training plan (reviewed and approved by the City) which meets or exceeds the requirements of 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 a Security Guard being assigned to this contract.
- 6.2 Security Guards shall have a minimum of three (3) years of security guard experience of which two (2) years must be protecting critical infrastructure sectors or equivalent duty. Commercial facility sector, apartment/HOA, or retail store security experience does not qualify. The following experience will be considered equivalent duty:
  - 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:
  - 6.4.1 Stand for up to eight (8) hours at a single post.
  - 6.4.2 Walk long distances over uneven terrain, dirt or rocky paths, day and night, and in all weather conditions.
  - 6.4.3 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, City personnel, and community members, and a basic knowledge of fire protection and alarm systems. Site specific instructions shall be included in post orders.
- 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 a security guard being assigned to this contract.
- 6.9 Security Guards shall serve a minimum of six (6) months continuous service under this contract before they are transferred from assignment with PUD 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 prior to being assigned to 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. Proof shall be presented to the Contract Administrator at least two (2) working days prior to a security guard being assigned to this contract.
- 6.11 All guards assigned to this contract must be drug tested following award. Contractor shall provide proof that the guards have successfully passed drug testing 30 days prior to being assigned to this contract. The proof of testing shall be presented to the Contract Administrator at least two (2) working days prior to a guard being assigned to this contract. A minimum of 25 guards assigned to this contract shall be randomly drug tested per year, every year, through the term of this contract. Each report shall be provided to the Contract Administrator. Security guards who fail random drug testing will be

dismissed from the contract.

The City reserves the right to interview any or all security guards prior to being assigned to this contract, and at its discretion, reject guards determined to not comply with the contract requirements. The City reserves the right to randomly review any or all security guard personnel files to ensure the security guard meets the basic qualifications listed in this 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 The Security Guard's primary duty is to **observe and immediately report** any activity the Post Orders describe as illegal, suspicious, and require reporting. If illegal or suspicious activities are observed, the Security Guard shall not attempt to detain or subdue the person(s), but rather make verbal contact and 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) is 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 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, the SOC is notified, 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, 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. Category II guards are typically at a rate of 5- 10% higher than post Security Guards (Category I) due to their higher level of responsibility, knowledge of PUD facilities, and their procedures.

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 alarms for appropriate response.
- 8.6 Advanced skills 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. Category III Mobile Patrol Guards are compensated at a rate of 5- 10% higher than post Security Guards (Category I) due to their familiarity with PUD facilities and their locations and they are regularly called upon to support guards on post.

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

The Lead Security Guard (Category IV) will be stationed at the SOC on the 2<sup>nd</sup> (3pm-11pm) and 3<sup>rd</sup> (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. Category IV guards are compensated at a rate of 5- 10% higher than SOC and Patrol Guards (Category I and II) due to their higher level of responsibility, knowledge of PUD facilities, and their coordination of guard operations at all facilities after hours.

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

## **11. SUPERVISING SECURITY GUARD (GUARD CATEGORY V) QUALIFICATIONS AND DUTIES**

The Supervising Security Guard (Category V) will be stationed at the SOC Monday through Friday from 7:00 a.m. to 3:00 p.m. PST and will serve in a supervisory capacity coordinating all security personnel over all shifts. Category V Supervising Guard shall be compensated at a rate of 5- 10% higher than the Lead Security

Guards (Category IV) due to their higher level of responsibility, knowledge of PUD facilities, and their supervision of guard operations at all facilities and all shifts. The Supervising Security Guard additionally supports the Contractor's Account Manager with problem solving and client support.

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 (1) year of experience serving as a security guard in category II, or two (2) years of experience serving as a security guard in guard categories I or III of this contract.
- 11.2 Interpersonal communication skills with management level personnel.
- 11.3 Ability to fill in for the Account Manager during vacations and short periods of absence.
- 11.4 Analyze developing situations. provide guidance, and direction to all other 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 Security & Emergency Planning staff. Armed guards are subject to and must be able to perform the duties of those listed in section 7 (Categories I) as well as 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 shall be presented to the Contract Administrator at least two (2) working days prior to being assigned to this contract.
- 12.2 A Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification satisfying the Lautenberg 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 re-qualification.
- 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 or prevent prohibited personnel from accessing the property.
- 12.6 Two (2) or more years' experience working as an armed security officer.

- 12.7 Advanced knowledge of the use of force continuum.
- 12.8 Advanced knowledge and practice 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 City will pay for this position as a standalone position. The Account Manager will be billed as a forty (40) hour salary position. The Account Manager shall make unannounced inspections 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 shifts and include all posts over 1<sup>st</sup> (7am–3pm), 2<sup>nd</sup> (3pm–11pm), and 3<sup>rd</sup> (11pm–7am) shifts equally. Duty guard on post 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 Manager hours must be included with invoices and billed monthly.

The Account Manager will meet with the Contract Administrator, or designee, as needed. The Account Manager is 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 include, but are not limited to, staffing, scheduling, training, and discipline of Contractor's guard staff. The Account Manager will be embedded on-site with PUD and will have a designated workspace 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 workdays beginning and ending at the Chollas SOC.

### **14. MATERIAL AND EQUIPMENT**

**Contractor Provided Equipment** – Contractor shall provide **all** 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–

**with no exceptions.**

- 14.2 A two-way radio and/or a smart mobile (cell) phone to communicate with the on-site supervisory personnel, the SOC, and Contractor's office. 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.
- 14.3 A two-way radio to communicate with other officers on shift for locations with multiple posts or where cell service is limited. Radios are to be professional grade, 5-watt minimum, commercial rated Motorola, Yaesu, Kenwood, or equal, and must be capable of reliably communicating at ranges of 1 mile.
- 14.4 A heavy-duty, police type, water-resistant, rechargeable multi-cell flashlight with 350 lumens minimum, charger, and extra batteries.
- 14.5 Patrol log or notebooks and suitable writing instrument for writing details and appropriate reporting forms.
- 14.6 Provide comfort items for officers such as raincoats, fans, microwaves, and water. The City will not be responsible for providing air conditioning or heaters. Any security guard supplied units must be approved by PUD's security operations staff prior to its use.
- 14.7 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.
- 14.8 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 violations, drone activity, fire alarms/sprinklers, water leaks, badge violations, alarms, suspicious vehicle/person/activity, other equipment malfunctions, delivery issues, illegal dumping, and Be On the Lookout (BOLO) activity.
- 14.9 **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. Vehicles shall be an OEM specification Police Interceptor SUV body style in either all black or all white with all Police Interceptor vehicle equipment including, but not limited to the following:
  - Full size, full function, amber and white light bar on roof with left and right flashers, and an "all on" flasher function.
  - Interior Remote operated "A" pillar mounted spotlight (no cigarette

- lighter spots or flashlights will be accepted).
- Built in public announcement system to allow the Patrol Guard to communicate with trespassers or other individuals on PUD property without exiting the patrol vehicle.
- Dual Amber and white Wig Wag lights in front grill and rear deck lid or bumper.
- Full size front mounted push bar in black.
- Factory Blacked out steel wheels with chrome center caps
- **Contractor must submit their Patrol vehicle cut sheets and factory OEM brochure with the proposal. If contractor fails to submit cut sheets and brochure, proposal may be considered non-responsive.**

Patrol 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 Contractor is responsible for all cost and coordination associated with the operation, maintenance, and repairs 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 meeting all of the above specifications within **24 hours** of the primary patrol vehicle not being available due to service, vehicle accident, or other mechanical failure. Plain sedans or SUV with magnetic company identification on the doors will not be accepted. Any vehicle accident involving patrol, regardless of location, are to be reported to PUD's Security Operations staff.

- 14.10 **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, operate, maintain, and repair 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. The golf cart shall include the following:

- Amber strobe on roof
- Functioning headlights and taillights for safe night-time operation
- Spotlight

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 Contractor shall provide all necessary insurances. The Contractor will not be reimbursed for mileage or maintenance for the golf cart. The Contractors shall provide an equivalent replacement/loaner golf cart within 24 hours if the primary golf cart is not available for use due to service or other mechanical failure. Any accidents involving the golf cart are to be reported to PUD's Security operations staff.

- 14.11 Contractor shall ensure all material and equipment is always maintained in good working order 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.

- 14.12 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 logbook and notify the Contract Administrator on the next business day.
- 14.13 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.
- 14.14 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.
- 14.15 The City will provide radios when required to contact Station 38, the City radio communications center.
- 14.16 The Contractor shall be responsible for providing all OSHA required PPE, training, equipment, 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.
- 14.17 Level III retention firearm holsters and black pistol belts with belt keepers and other personal protective equipment as required for armed guards.

## **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 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, media players, 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 ¼ inch across. Bracelets, other than medical identification types, are not to be worn. Rings, other than wedding or engagement rings, should be kept to a minimum.

#### **16. REMOVAL OF SECURITY GUARDS**

- 16.1 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.
- 16.2 Security guards who use City telephones for personal or other unauthorized calls shall be subject to removal from this contract.
- 16.3 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, 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**

- 17.1 City's telephones are to be used for emergencies and necessary business calls only, e.g., 911 calls, calls to the SOC, San Diego Police or Fire Department, business calls to the Contractor's Office, and calls to the Contract Administrator or their designee.
- 17.2 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 needs. It will include the following at a minimum:

- 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, the SOC, 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 of 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 and a brief description of the problem.

## **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) hour days. One (1) additional eight (8) hour 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 – 3:30pm Pacific Time (PT) unless otherwise approved by PUD Security. Training shall be performed by someone other than the guard on duty. Additionally, the Contractor shall provide report writing and anti-terrorism awareness training for all guards assigned to the contract and annual anti-terrorism and report writing refresher training every subsequent year. This training is to be provided to all new guards 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 a City facility, shall be trained, and evaluated by the Account Manager 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. PT, Monday through Friday, excluding City holidays. (Refer to Section 26 for a list of holidays

observed by the City.) Contractor shall respond within two (2) hours for customer service issues.

The customer service representative shall be accessible via a local number or a toll-free number.

#### **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 the work is to begin. Extra service will be compensated for 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 the City requests less than twenty-four (24) hours in advance of the time 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 services meeting the criteria of emergency service or court appearances requiring the guard to work in excess of eight (8) hours per day will be paid at one and a-half (1½) the hourly bill rate. Overtime must be approved by the Contract Administrator or designee in advance. The Contractor will not be compensated for Overtime to compensate for shortages of personnel, if a guard is late, or the Contractor does not have enough staff to fill a full 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 (½) 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, the City will pay overtime at one and one-half (1½) the hourly bill rate. Hours must be reflected on backup documents and submitted with invoices with the hours identified as "Authorized Overtime."

#### **25. HOLIDAY PAY**

Guard services performed during City holidays will be billed at the regular hourly rate

as specified in the pricing section of this Contract unless the service requested meets the criteria of the emergency service or court appearance identified herein.

## **26. CITY OBSERVED HOLIDAYS**

The days shown below are recognized as City-observed holidays. Refer to the City of San Diego website for the actual date each holiday is observed.

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Veterans' Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth Day	

## **27. LIST OF PUBLIC UTILITIES DEPARTMENT FACILITIES**

This list is intended as a reference of potential sites to establish the Contractor's staffing needs. **The City reserves the right to add or subtract guards and add or subtract sites as it deems necessary according to known or perceived threats and/or PUD's needs:**

### **WASTEWATER TREATMENT PLANTS**

Metro Biosolids Center  
5240 Convoy Street  
San Diego, CA 92111

San Pasqual Treatment Plant  
14103 Highland Valley Road  
Escondido, CA 92025

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

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

South Bay Water Reclamation Plant  
2411 Dairy Mart Road  
San Diego, CA 92154

### **PURE WATER FACILITIES**

North City Pure Water Facility  
4970 East Gate Mall  
San Diego, CA 92121

Morena Pump Station  
887 Sherman Street  
San Diego, CA 92110

### **WATER TREATMENT PLANTS**

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

Otay Water Treatment Plant  
1500 Wueste Road  
Chula Vista, CA 91915

Alvarado Water Treatment Plant  
5540 Kiowa Drive  
La Mesa, CA 91942

## **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

Miramar Dam  
10710 Scripps Lake Drive  
San Diego, CA 92131

Otay Dam  
1500 Wueste Road  
Chula Vista, CA 91915

Upper Otay Dam  
Otay Lakes Road  
Chula Vista, CA 91913

Hodges Dam  
9453 Del Dios Highway  
Escondido, CA 92029

Moreno Dam  
2550 Lake Moreno Drive  
Campo, CA 91906

Barrett Dam  
1250 Barrett Lake Road  
Dulzura, CA 91917

Sutherland Dam  
22600 Sutherland Dam Road  
Ramona, CA 92065

El Capitan Dam  
16901 El Monte Road  
Lakeside, CA 92040

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

Bayview Reservoir & Pump Station  
Parkview Terrace  
La Jolla, CA 92037

Carmel Mall Pump Station 1975  
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  
Creek Drive  
San Diego, CA 92128

Catalina Pump Station 11600 Shoal  
1061 Catalina Boulevard  
San Diego, CA 92107

College Ranch Stand Pipe Reservoir  
Lake Ashmere Drive  
San Diego, CA 92119

Del Cerro Reservoir  
5832 Rockhurst Court  
San Diego, CA 92120

Del Cerro Highlands Pump Station  
Crystallaire Drive  
San Diego, CA 92120

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

Miramar Ranch North Pump Station  
& Reservoir  
11490 Weatherhill Way  
San Diego, CA 92131

Los Penasquitos Reservoir  
11000 Avenida Maria  
San Diego, CA 92129

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

Rancho Penasquitos Pump Station  
Sparren Way  
San Diego, CA 92129

Scripps McMillian Reservoir  
& Pump Station  
12225 Spring Canyon Road  
San Diego, CA 92131

Waring Road Pump Station  
4850 Waring Road  
San Diego, CA 92120

Deerfield Pump Station 8719  
8002 Deerfield Cir  
San Diego, CA 92120

Del Cerro Pump Station  
5700 Marne Avenue  
San Diego, CA 92120

Eagle Ridge Pump Station 6555  
7822 Wing Flight Court  
San Diego, CA 92119

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

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

Montezuma Pump Station  
4998 Catocin Drive  
San Diego, CA 92115

Rancho Bernardo Ind Pump Station.  
16061 Big Springs Way  
San Diego, CA 92107

San Carlos Reservoir 8888  
7944 Wing Span Drive  
San Diego, CA 92119

University Heights Reservoir  
& Pump Station  
4220 Idaho Street  
San Diego, CA 92104

65<sup>th</sup> 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

## **CHOLLAS YARD/SECURITY OPERATIONS CENTER**

Chollas Operations Yard  
2797 Caminito Chollas  
San Diego, CA 92105

## **PUD PROPERTIES**

Barrett Honor Camp  
Lyons Valley Rd.  
Alpine, CA 91901

Sonoco Equipment Yard  
10310 Roselle St.  
San Diego, CA 92121

## **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 including theft, vandalism, or damage occurring as a result of a guard's negligence, lack of attentiveness, or failure to complete foot patrols as required.
  - 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, Contractors must hold a current Private Patrol Operators (PPO) License issued by the State of California.

	License	Expiration	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 Contractor.

“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 Contractor 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 Contractor, in writing, of its decision prior to the RFP closing. The City’s decision is final.

#### **C. PERFORMANCE BOND**

Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract amount, conditional for the performance of the Contract. Using Exhibit E, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid 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. Refer to Article VIII of the City’s Contracting Term’s and Provisions for additional information.

#### **D. ADDITIONAL INSURANCE**

At all times during the term of the contract resulting from this solicitation, the Contractor shall maintain insurance coverage as outlined 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. This coverage protects the Contractor against loss by the theft or mysterious disappearance of property by any of Contractor’s employees or third parties while said property is in the care, custody, or control of the Contractor resulting directly or indirectly from the performance or execution of the Contractor or subcontract hereunder.

**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. PRICING SCHEDULE**

Contractor shall complete the pricing page in its entirety to be considered responsive. Pricing shall include all associated fees required to complete the scope of work described herein. Pricing shall be provided with consideration and in accordance with the City's Living Wage requirements. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered nonresponsive and unacceptable.

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 I (Extension = Annual Est. Hours x Unit Price Per Hour)**

Site	Annual Est. Hours	Guard Category I-VI	U/M	Description	Unit Price Per Hour	Extension
1.	35,040	I	HR	Wastewater Treatment Plants	\$ 34.71	\$ 1,216,238.40
2.	26,280	I	HR	Water Treatment Plants	\$ 34.71	\$ 912,178.80
3.	17,520	I	HR	Pure Water Facilities	\$ 34.71	\$ 608,119.20
4.	43,800	I	HR	Chollas Operation Yards (golf cart required)	\$ 34.71	\$1,520,298.00
5.	35,040	I	HR	Dams	\$ 34.71	\$1,216,238.40
6.	8,760	I	HR	Metropolitan Operations Center	\$ 34.71	\$ 304,059.60
7.	13,336	I	HR	Pump Stations Metro	\$ 34.71	\$ 462,892.56
8.	2,920	I	HR	Customer Care Center	\$ 34.71	\$ 101,353.20
9.	8,760	I	HR	E.M.T.S. Harbor Lab	\$ 34.71	\$ 304,059.60
10.	8,760	I	HR	Barrett Honor Camp	\$ 34.71	\$ 304,059.60
11.	8,760	I	HR	Sonico Equipment Yard	\$ 34.71	\$ 304,059.60

Site	Annual Est. Hours	Guard Category I-VI	U/M	Description	Unit Price Per Hour	Extension
12.	8,760	II	HR	Security Guard – SOC Alarms Guard	\$ 36.71	\$ 321,579.60
13.	17,520	III	HR	Security Guard – Mobile Patrol (vehicle required)	\$ 36.58	\$ 640,881.60
14.	6,680	IV	HR	Security Operations Center - Lead Security Guard	\$ 38.56	\$ 257,580.80
15.	2,080	V	HR	Security Operations Center - Supervising Security Guard	\$ 39.73	\$ 82,638.40
16.	600	VI	HR	Armed Guard-Variou Sites, as Needed	\$ 48.04	\$ 28,824.00
Section I Estimated Total:						\$ 8,585,061.36

**Section II (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	\$ 3,800.00	\$ 91,200.00
2	1	MO	Chollas Operation Golf Cart	\$ \$700.00	\$ 8,400.00
Section II Estimated Total:					\$ 99,600.00
Sections I & II Estimated Total:					\$ 8,684,661.36
ESTIMATED TOTAL CONTRACT PRICE: (Estimated Section 1 Total x 5-Year Contract Term)					\$ 43,423,306.80



**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:

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 10<sup>th</sup> 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 to a maximum 5.0%; or the City's annual Living Wage increase. 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, or the City's Living Wage increase). 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  
Revised General Contract Terms and  
Provisions for RFP 10090056-23-J  
OCA Document No. 1685454\_2

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.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by 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 may not 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

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 Contract, 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 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 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**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 EPO.

**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. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **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 sub-contractor(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: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

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. Payment of Living Wages.** 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. Compensated Leave.** 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. Uncompensated Leave.** 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. Payroll Records.** 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. Certification of Compliance.** 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. Annual Compliance Report.** 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.

# PROPOSAL

# THE CITY OF SAN DIEGO

Request for Proposal

**SECURITY GUARD SERVICES FOR PUBLIC UTILITIES  
DEPARTMENT | SOLICITATION NO. 10090056-24-J**

Proposed By

**INTER-CON SECURITY**

## Address

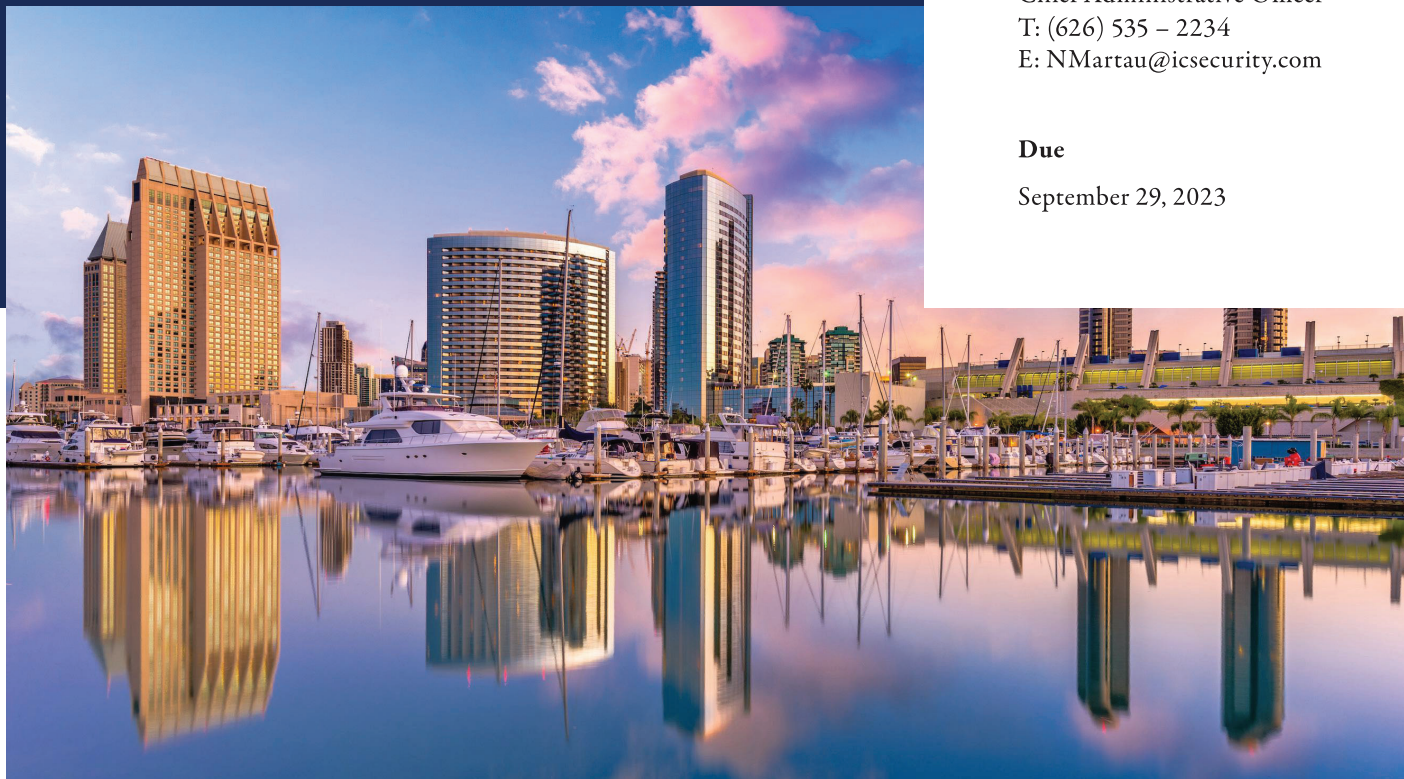
210 S De Lacey Avenue  
Pasadena, CA 91105

## Contact

Neil Martau  
Chief Administrative Officer  
T: (626) 535 – 2234  
E: [NMartau@icsecurity.com](mailto:NMartau@icsecurity.com)

## Due

September 29, 2023



This proposal includes information that is confidential and proprietary in nature, trade secrets, and protected from public dissemination pursuant to the California Public Records Act (California Gov. Code 6254 et seq), Evidence Code section 1060 the right to privacy as guaranteed by the United States and California Constitutions and statutory authority. This proposal may not be disseminated, duplicated or disclosed without prompt notification to the offeror as required by the California Public Records Act ("CPRA"). Pursuant to the CPRA, the offeror has appropriately marked its confidential and trade secret information as such by designating as "confidential."



September 28, 2023

Ms. Janet Polite  
Sr. Procurement Contracting  
Contracting Officer

**Subject:** Request for Proposal for Security Guard Services for Public Utilities Department



Dear Ms. Polite,

Inter-Con Security is pleased to submit the following proposal for your consideration. **Inter-Con is a highly experienced critical infrastructure security provider who possesses all the credentials necessary to perform the services in scope.** For the past 50 years, we have had the honor and privilege of providing fully customized, high-touch, integrated security solutions to public utility clients like the City of San Diego's Public Utilities Department **such as Southern California Edison, Pacific Gas & Electric, and the Bonneville Power Administration.** This relevant experience empowers Inter-Con to provide the City's Public Utility Department (PUD) with industry-leading service, effective management strategies, as well as unparalleled recruiting, training and retention plans ensuring only highly skilled and qualified security personnel are assigned to this contract. Combined with experienced Managers who understand the industry and form invaluable relationships with both our clients and our Officers, to our innovative technologies that uniquely enhance our capabilities, Inter-Con lowers operational and administrative costs for our clients while simultaneously adhering to strict safety standards.

As a local provider securing public-facing clients throughout Southern California, Inter-Con would ensure the PUD's satisfaction in all aspects of its Security Guard Services program. We would continually tailor our solution to ensure compliance with all PUD requirements as well as other governing local, state, and federal regulations.

As the largest and most capable Minority Business Enterprise (MBE) in the security industry, Inter-Con also takes pride in cultivating lasting partnerships with clients who share our values and commitment to corporate social responsibility. Our clients are our partners, and their success is our success. Our only focus will be meeting the PUD's current and future needs, whatever they may be. Given this, we will remain flexible and open to customizing and improving our services, now or at any point in the future.

It is with our utmost respect and enthusiasm that we request the opportunity to serve the City of San Diego's Public Utilities Department as your trusted security partner. We look forward to discussing the merits of our proposal, our proven track record, as well as addressing your security needs.

Respectfully,

Enrique Hernandez III  
President and Chief Executive Officer

210 South De Lacey Ave.  
Pasadena, CA 91105  
PPO License #: 6822

Phone: 626.535.2200

Fax: 626.685.9120

[inquiries@icsecurity.com](mailto:inquiries@icsecurity.com)



# Table of Contents

Tab A: Submission of Information & Forms .....	i
Required Forms .....	
Exceptions .....	1
Tab B: Executive Summary & Responses to Specifications .....	ii
Title Page .....	iii
Table of Contents .....	iv
Executive Summary .....	1
Confidentiality Statements .....	2
Qualifications and Experience .....	4
Approach to Services & Compatibility .....	16
Tab C: Cost / Price Proposal.....	v
Price Narrative .....	41
Appendix .....	

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TAB A  
Submission of  
Information and Forms



# Tab A - Submission of Information and Forms

*This proposal includes information that is confidential and proprietary in nature, trade secrets, and protected from public dissemination pursuant to the California Public Records Act (California Gov. Code 6254 et seq), Evidence Code section 1060 the right to privacy as guaranteed by the United States and California Constitutions and statutory authority. This proposal may not be disseminated, duplicated or disclosed without prompt notification to the offeror as required by the California Public Records Act ("CPR"). Pursuant to the CPR, the offeror has appropriately marked its confidential and trade secret information as such by designating as "confidential"*

**LIVING WAGE ORDINANCE  
CERTIFICATION OF COMPLIANCE**  
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name: Inter-Con Security Systems, Inc.

Company Address: 210 South De Lacey Avenue Pasadena, CA 91105

Company Contact Name: Neil Martau, Chief Administrative Officer Contact Phone: (626) 535-2234

**CONTRACT INFORMATION**

Contract Number (if no number, state location): 10090056-24-J Start Date: TBD

Contract Title (or description): Security Guard Services for Public Utilities Department End Date: TBD

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 unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (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; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

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.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

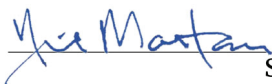
- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Neil Martau

Chief Administrative Officer

Name of Signatory

Title of Signatory



Signature

8/25/2023

Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt:

LWO Analyst:

Contract Number:

## 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.

- ☐ 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.
- ☒ 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 follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
Inter-Con	has been involved in relatively little litigation for a company of our size and geographic reach. We always strive to operate in compliance with legal and contractual requirements and we aim to resolve any disputes that arise amicably. No current or past litigation exists that would have a material affect on our company's finances, licensing Status or ability to serve the City of San Diego's needs.				

Contractor Name: Inter-Con Security Systems, Inc.

Certified By Neil Martau Title Chief Administrative Officer  
Name

 Date 8/25/2023  
Signature

## 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.

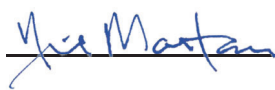
### CHECK ONE BOX ONLY.

- ☐ 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.
- ☒ 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 follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
Please see the pages that follow.					

Contractor Name: Inter-Con Security Systems, Inc.

Certified By Neil Martau Title Chief Administrative Officer  
Name

 Date 10/12/2023  
Signature

Date of Claim	Location	Description of Claim
13-May	Sacramento, CA	Single plaintiff employment litigation alleging race discrimination
13-Aug	Sacramento, CA	Single plaintiff employment litigation alleging age discrimination
14-Jul	Los Angeles, CA	Single plaintiff employment litigation alleging disability discrimination
14-Jul	Eastern District, Louisiana	Single plaintiff employment litigation alleging national origin discrimination
15-Mar	New York, NY	Single plaintiff employment litigation alleging disability discrimination
16-Feb	New York, NY	Single plaintiff employment litigation alleging disability discrimination
16-Feb	New York, NY	Single plaintiff employment litigation alleging disability discrimination
16-Dec	Los Angeles, CA	Single plaintiff employment litigation matter alleging disability discrimination.
17-Feb	Alameda County, CA	Single plaintiff employment litigation alleging race and age discrimination
17-Aug	Los Angeles, CA	Single plaintiff employment litigation alleging disability discrimination
17-Oct	Los Angeles, CA	Single plaintiff employment litigation alleging sexual harassment, gender pay inequality.
18-Dec	Washington, DC	Single plaintiff employment litigation alleging disability discrimination
18-Dec	New York, NY	Single plaintiff employment litigation alleging disability discrimination
19-Feb	New York	Single claimant employment administrative claim alleging sex discrimination and retaliation
19-Mar	Los Angeles, CA	Single plaintiff employment litigation matter alleging sexual harassment and hostile work environment.
20-Jan	Maryland	Single claimant employment administrative claim alleging sex discrimination, harassment, and retaliation
20-Aug	California	Single plaintiff employment litigation alleging disability discrimination and wrongful termination
21-Jan	California	Single plaintiff employment litigation alleging age discrimination
21-May	Detroit, MI	Single plaintiff employment litigation alleging race and age discrimination
21-May	California	Single claimant employment administrative claim alleging disability discrimination and retaliation
21-Aug	California	Single plaintiff employment litigation alleging race and sex discrimination and retaliation

22-Jul	Ohio	Single plaintiff employment litigation alleging sexual orientation discrimination
22-Aug	California	Single claimant employment administrative claim alleging race, national origin, disability, and sex discrimination and retaliation
22-Aug	California	Single claimant employment administrative claim alleging race, sex discrimination
22-Sep	California	Single plaintiff employment litigation alleging disability discrimination
22-Oct	Illinois	Single claimant employment administrative claim alleging disability discrimination and retaliation
22-Nov	California	Single plaintiff employment litigation alleging disability discrimination
22-Nov	California	Single claimant employment administrative claim alleging sex discrimination and sexual harassment
22-Dec	Alameda County, CA	Single plaintiff employment litigation matter alleging harassment, sex/gender discrimination
22-Dec	California	Single claimant employment administrative claim alleging race discrimination
23-Jan	New York	Single claimant employment administrative claim alleging union discrimination and retaliation
23-Jan	Ohio	Single claimant employment (applicant) administrative claim alleging disability discrimination
23-Jan	Alameda County, CA	Single plaintiff employment litigation alleging sexual harassment
23-Mar	California	Single claimant employment administrative claim alleging sex discrimination
23-May	Ohio	Single plaintiff employment administrative claim alleging race discrimination, retaliation and wrongful termination
23-May	California	Single claimant employment administrative claim alleging sex discrimination and retaliation
23-May	California	Single claimant employment administrative claim alleging age and disability discrimination
23-May	California	Single plaintiff employment litigation alleging race discrimination, harassment, retaliation
23-Jun	California	Single claimant employment administrative claim alleging sex, color discrimination
23-Jul	California	Single claimant employment administrative claim alleging religious discrimination and retaliation
		Single claimant employment administrative claim alleging sex

**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 IDENTIFICATION**

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Inter-Con Security Systems, Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 210 South De Lacey Avenue

City: Pasadena County: Los Angeles State: CA Zip: 91105

Telephone Number: (626) 535-2200 Fax Number: (626) 685-9120

Name of Company CEO: Enrique Hernandez III

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Large Type of License: PPO6822

The Company has appointed: Natalie Griffiths

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 210 De Lacey Avenue, Pasadena, CA 91105

Telephone Number: (626) 535-2200 Fax Number: (626) 685-9120 Email: ngriffiths@icsecurity.com

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory  
☐ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Inter-Con Security Systems, Inc.

(Firm Name)

Los Angeles

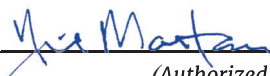
, CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25th day of August, 2023

  
 (Authorized Signature)

Neil Martau

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Inter-Con Security Systems, Inc.

DATE: 8/25/2023

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2	0							2	1		
Professional			0	1							1	0		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			1	2	0	2								
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*	94	23	168	49	12	6	4	0	6	0	64	11	16	5

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	94	23	171	52	12	8	4	0	6	0	67	12	16	5
--------------------	----	----	-----	----	----	---	---	---	---	---	----	----	----	---

Grand Total All Employees

470

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	2	2	8	2	3	1					0	1	0	1
----------	---	---	---	---	---	---	--	--	--	--	---	---	---	---

Non-Profit Organizations Only: N/A

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Inter-Con Security Systems, Inc.DATE: 8/25/2023OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers	94	23	168	49	12	6	4	0	6	0	64	11	16	5
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	94	23	168	49	12	6	4	0	6	0	64	11	16	5
--------------------	----	----	-----	----	----	---	---	---	---	---	----	----	----	---

<b>Grand Total All Employees</b>	<b>458</b>
----------------------------------	------------

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	2	2	8	2	3	0	0	0	0	0	3	1	3	1
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

**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*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Request for Proposal (RFP) for Security Guard Services for Public Utilities Department RFP #10090056-24-J

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**B. BIDDER/PROPOSER INFORMATION:**

Inter-Con Security Systems, Inc.	N/A		
Legal Name	DBA		
201 S. De Lacey Avenue, Pasadena, CA 91105			
Street Address	City	State	Zip
Neil Martau, Chief Administrative Officer	(626) 535-2234	(626) 685-9120	
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.

\*\* 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, or
- directing or supervising the actions of persons engaged in the above activity.

Neil Martau	Chief Administrative Officer
Name	Title/Position
Pasadena, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Contract Signatory	
Interest in the transaction	

Enrique Hernandez III	President/CEO
Name	Title/Position
Pasadena, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Director, Owner and President/CEO	
Interest in the transaction	

Enrique Hernandez Jr.	Director/Owner
Name	Title/Position
Pasadena, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Director/Owner	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
☐ Yes      ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
☐ Yes      ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
☐ Yes      ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 4/6/1976 State of incorporation: California

List corporation's current officers:

President:	<u>Enrique Hernandez III</u>
Vice Pres:	<u>N/A</u>
Secretary:	<u>Robert Ray, General Counsel</u>
Treasurer:	<u>Charles Thuss, Chief Financial Officer</u>

Type of corporation: C ☒ Subchapter S ☐

Is the corporation authorized to do business in California: ☒ **Yes**      ☐ **No**

If **Yes**, after what date: 4/6/1976

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

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Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

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	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

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☐ **Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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☐ **Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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☐ **Joint Venture** Date formed: \_\_\_\_\_

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

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. 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.

2. 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.

3. 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.

4. 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**

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.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ **Yes** ☒ **No**

If **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: Karen Peterson, VP Senior Service Advisor

Address: 333 S. Hope St. Suite 100, Los Angeles, CA 90071

Phone Number: (888) 715-1000 x61752

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

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

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1996002765 Year Issued: 2023

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Bonneville Power Administration

Contact Name and Phone Number: Anthony Reiter (360) 605-7346

Contact Email: ajreiter@BPA.gov

Address: 905 NE 11th Avenue, Portland, OR 97232

Contract Date: 2014 - Current

Contract Amount: \$6.75 MUSD

Requirements of Contract: Provide 63 Armed Security Officers, Supervisors, Management, etc. in support of BPA's operations, totalling 130,000 annual service hours. Inter-Con protects employees, facilities and property which includes BPA Headquarters, Ross & Eugene Star Complexes, the Munro Control Center, and select energized locations (BPA's critical infrastructure portfolio consists of 31 hydro projects & one nuclear plant

Company Name: California Department of Water Resources

Contact Name and Phone Number: John J. Rizzardo, PE (916) 653-1292

Contact Email: john.rizzardo@water.ca.gov

Address: 715 P Street #5-0352 Sacramento, CA 94236

Contract Date: 2/2019 - Present

Contract Amount: \$24.5 M USD (total contract amount for all DGS, CA properties)

Requirements of Contract: Eighteen unarmed security Officers provide approximately 870 hours per week of security service. In addition to a command center, our Security Officers, secure access control points, conduct patrols along the California aqueduct.

Company Name: San Diego Metropolitan Transit System

Contact Name and Phone Number: Al Stiehler (973) 768-9419

Contact Email: al.stiehler@sdmts.com

Address: 1255 Imperial Avenue, 1000, San Diego, CA 92101

Contract Date: 1/1/2022 - Present

Contract Amount: \$12. M USD

Requirements of Contract: Serve as a visual deterrent to crime, and suspicious behavior such as assault, vandalism, graffiti and more. We provide both armed and unarmed security officers for a total of 281 total employees plus extras during specific events such as football games.

#### **G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

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. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In 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 contract?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do 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

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒ Yes ☐ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # (NMSDC - SCO4033) (CPUC - 90CS0070)
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ Yes ☒ No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, 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:**

Anthony Reiter, (360) 60 5

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: Glass Brothers Group, Inc.

Address: 3540 Bonita Rd. Suite 201 Chula Vista, CA 91910

Contact Name: Clifford Glass Phone: (619) 988-7676 Email: cglasssms@yahoo.com / cglass@smswebpage.com

Contractor License No.: PPO 15992 DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ 2,178,406.54 (per year) \$ 10,892,032.70 (total contract term)

Scope of work subcontractor will perform: Security Guards and Patrol Services

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal 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 perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal 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.

**M. 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 9/28/2023.

**Complete all questions and sign below.**

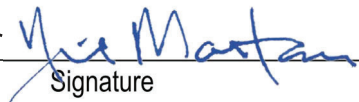
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and 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.**

Neil Martau, Chief Administrative Officer  
Name and Title

  
Signature

9/26/2023  
Date

Anthony Reiter (360)  
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.

Page 3: Inter-Con's Corporate Officers are as follows:  
Enrique Hernandez III  
Richard Stack  
Neil Martau  
Robert Ray  
Charles Thuss  
Brian Faulkner

Page 6: Section F; Question 6: In our 50-year history Inter-Con has never lost a contract for cause in the United States and no public agency has ever terminated a contract with Inter-Con for default. In the unusual instances where service failures occur, Inter-Con employs proven quality control measures to improve service and provide corrective training to avoid future issues.

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.

Neil Martau, Chief Administrative Officer  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

9/26/2023  
\_\_\_\_\_  
Date

# Exceptions

Inter-Con has no exceptions.

*This proposal includes information that is confidential and proprietary in nature, trade secrets, and protected from public dissemination pursuant to the California Public Records Act (California Gov. Code 6254 et seq), Evidence Code section 1060 the right to privacy as guaranteed by the United States and California Constitutions and statutory authority. This proposal may not be disseminated, duplicated or disclosed without prompt notification to the offeror as required by the California Public Records Act ("CPR"). Pursuant to the CPR, the offeror has appropriately marked its confidential and trade secret information as such by designating as "confidential"*

TAB B  
Executive Summary and  
Response to Specifications



TAB B

**SUBMITTED BY:****Inter-Con Security Systems, Inc.**Neil Martau, *Chief Administrative Officer*

210 South De Lacey Avenue

Pasadena, CA 91105

T: 626.535.2234

F: 626.685.9120

**SUBMITTED TO:**

The City of San Diego

Purchasing &amp; Contracting Department

Attn: Janet Polite, *Senior Procurement Contracting Officer*

1200 Third Avenue, Suite 200

San Diego, CA 92101

**The City of San Diego**

Security Guard Services for Public Utilities Department

**RFP No. 10090056-24-J****Technical Proposal**

*This proposal includes information that is confidential and proprietary in nature, trade secrets, and protected from public dissemination pursuant to the California Public Records Act (California Gov. Code 6254 et seq), Evidence Code section 1060 the right to privacy as guaranteed by the United States and California Constitutions and statutory authority. This proposal may not be disseminated, duplicated or disclosed without prompt notification to the offeror as required by the California Public Records Act ("CPRA"). Pursuant to the CPRA, the offeror has appropriately marked its confidential and trade secret information as such by designating as "confidential"*

# Tab B - Executive Summary and Responses to Specifications

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# Executive Summary

With this proposal, Inter-Con offers the City of San Diego's Public Utilities Department (PUD) a comprehensive and cost competitive security solution that is **100% tailored to the requirements listed in your Scope of Work (SOW), shared during the site visit on 8/2** and confirmed during the Q&A period. As will be discussed in greater detail in our proposal, we believe that our approach offers the PUD unique efficiencies, an unparalleled value proposition, and complete assurance that the PUD's complex requirements will be met consistently across all locations. Specifically, with this proposal, Inter-Con is proud to offer the PUD the following advantages:

## EXPERTS IN PUBLIC UTILITY SECURITY PROGRAMS

- Inter-Con provides over 2,600,000 annual man hours of security services to some of the largest utilities in the U.S., including **Southern California Edison (SCE)** as well as **Pacific Gas & Electric (PG&E)**.
- We have served as SCE's trusted security services provider for **almost 40 years, securing its 55,000 square mile service territory as well as its critical infrastructure like the San Onofre Nuclear Generating Station (SONGS)**.

## HIGH-TOUCH, EMBEDDED SERVICE MODEL

- An **Embedded Service Model** that delivers a highly elastic security program at scale, capable of successfully deploying a large number of reserve officers within several hours to key posts;
- In support of the City's Security Program, we propose utilizing a **fully dedicated Scheduler and Trainer** to unlock meaningful operational efficiencies as well as to scale quality across the entire program. Depending on the scope of the final award, Inter-Con can easily recalibrate this recommendation to ensure an optimal structure and fit.

## ENGAGED & PROFESSIONAL SECURITY FORCE

- **Engaged Security Professionals** who are appropriately qualified, experienced, trained, and supervised to provide the highest level of security;
- Recruiting and scheduling processes and technology, **which result in meaningful cost savings** for our clients while minimizing "dark posts."

## PROVEN TRANSITION EXPERTISE

We successfully mitigate key transition risks by:

- Providing a dedicated Transition Team staffed with SME's in the field of securing public utility locations;
- Applying our proprietary Transition Plans, tailored to the specific needs of the PUD
- Introducing enhanced transparency in our implementation efforts
- Achieving high incumbent capture rates (**average 96%**)
- Conducting thoughtful security and operational assessments

We view transitions as an ongoing process – after the stabilization of existing services, we continue enhancing service quality and efficiency throughout the life of contract. Our proven experience ensures a streamlined and smooth transition for the City upon contract inception.

## STABLE MINORITY BUSINESS ENTERPRISE

Since our founding in 1973, Inter-Con has operated under the same name, has had the same ownership, and has provided the same high-quality services. For five decades, we have grown organically to become the **fifth-largest security company in North America** and the **most capable MBE in the industry**, all while maintaining **100% family ownership and management**.

## CONCLUSION

We sincerely believe that we can offer the City of San Diego's Public Utilities Department the best security services, the best business model, and the best partnership for the long-term success of its Security Guard Services Program. We look forward to discussing the highlights of our proposal with you.

Perhaps most relevant to the PUD's security program, Inter-Con is required by **Southern California Edison to staff all on-demand requests within 4-hours' notice, regardless of the post location in their 55,000 square mile service territory.** Thanks to our proprietary staffing technology, SoCal Reserve Force, and regional infrastructure, we staff **over 28,000 weekly service hours on time with a 99.8% success rate.** Inter-Con will utilize these same resources for the City to ensure that both its regularly scheduled and on-demand security guard posts are always optimally staffed.

# Confidentiality Statements

**Executive Summary:** Comprises a customer list which is exempt from disclosure. See e.g. Gov. Code § 7920.520; Pub. Contract Code §§ 10165, 10506.6, 10763, 20101, 20111.5, 20209.7, 20209.26, 20651.5. Also provides Inter-Con's business model and trade secret information. See. Gov. Code § 6254 (k), California Evidence Code (i.e. Evidence Code § 1060 and Civil Code § 3246 et seq. **(Tab B: Page 1)**

**Financial Information:** Exempt per the California Public Records Act, specifically at Civil Code § 3426.1(d)(1). See also Gov. Code, §§ 7927.500, 7928.705, 7927.705, 7927.605, and 7922.000. See also *Schnabel v. Superior Court of Orange County* (1993) 5 Cal.4th 704 **(Tab A: Forms)**

**Qualifications & Experience:** Customer lists are exempt from disclosure. See e.g. Gov. Code § 7920.520; Pub. Contract Code §§ 10165, 10506.6, 10763, 20101, 20111.5, 20209.7, 20209.26, 20651.5. **(Tab B: Pages 1, 4, 6, 7, 8, 9, 38, forms)**

**References and Contact Information for the same:** Exempt from disclosure as they constitute customer list. See e.g. Gov. Code § 7920.520; Pub. Contract Code §§ 10165, 10506.6, 10763, 20101, 20111.5, 20209.7, 20209.26, 20651.5; In addition, the right to privacy is protected by the California Constitution protects third party right to privacy and Cal Gov. Code § 7920.520. **(Tab B: Pages 1, 4, 6, 7, 8, 9, 15, 38)**

**Information about Security Programs we operate for other clients, including descriptions, sample forms/reports, etc.;** Trade Secrets, staffing, internal operations, and procedures are exempt from disclosure. See. Gov. Code § 6254 (k) which contains an exemption for trade secrets under the California Evidence Code (i.e. Evidence Code § 1060 and Civil Code § 3246 et seq., specifically (d) which provides (d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." **(Tab B: Pages 16-28, 31-33, 37-41)**

**Staffing Plans (Numbers & Figures);** Trade Secrets, staffing, internal operations and procedures are exempt from disclosure. See. Gov. Code § 6254 (k) which contains an exemption for trade secrets under the California Evidence Code (i.e. Evidence Code § 1060 and Civil Code § 3246 et seq., specifically (d) which provides (d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." **(Tab B: Pages 13, 14, 22 – 30)**

**Proprietary Technological Platforms;** Trade Secrets, staffing, internal operations and procedures are exempt from disclosure. See. Gov. Code § 6254 (k) which contains an exemption for trade secrets under the California Evidence Code (i.e. Evidence Code § 1060 and Civil Code § 3246 et seq., specifically (d) which provides (d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." **(Tab B: Pages 27, 30, 33 – 36)**

**Corporate Governance Information;** Trade Secrets, staffing, internal operations and procedures are exempt from disclosure. See. Gov. Code § 6254 (k) which contains an exemption for trade secrets under the California Evidence Code (i.e. Evidence Code § 1060 and Civil Code § 3246 et seq., specifically (d) which provides (d) "Trade secret" means information, including a

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formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.” **(Tab B: Pages 10, 36-40)**

**Pricing Information;** Trade secrets, confidential and proprietary exempt from disclosure. Civil Code § 3426.1(d)(1). See also Gov. Code, §§ 7927.500, 7928.705, 7927.705, 7927.605, and 7922.000 and 6254.15. **(Tab C: Pages 41 – 47)**

**Litigation & Bankruptcy Status/History;** Exempt from disclosure per Gov Code §7937.200 and 7922.000; see also Fairley v. Superior Court (1998) 66 Cal.App.4th 1414, 1420–1421; City of Hemet v. Superior Court (1995) 37 Cal.App.4th 1411, 1420. Also, exempt given the attorney client privilege and work product doctrines. Roberts v. City of Palmdale (1993) 5 Cal.4th 363, 373 (attorney-client privilege); Fellows v. Superior Court (1980) 108 Cal.App.3d 55, 61–63 (work-product doctrine); Costco Wholesale Corp. v. Superior Court, (2009) 47 Cal.4th 725. **(Tab A: Forms)**

**Insurance Information.** Financial information is not subject to disclosure per Gov. Code 7025.005. **(Tab A: Forms)**

# Qualifications and Experience

## INTER-CON'S PROFILE - *Confidential*

Since our founding in 1973, Inter-Con has been the premier provider of customized, integrated, and innovative security solutions. For five decades, we have operated under the same name, have had the same family ownership, and have provided the same high-quality services to numerous clients across the globe. We are currently one of the largest private security providers in the world, and we are the only wholly minority-owned business (MBE) of our size in the industry.

Inter-Con boasts **decades of experience supporting critical infrastructure clients** in the Public Utilities sector, and **currently serve on some of the largest of these security programs in the United States**. Our experience on projects like **Southern California Edison, Bonneville Power Administration, California Department of Water Resources, Louisville Water Company, and Louisville/Jefferson County Metropolitan Sewer District have notable overlap** with the City of San Diego – Public Utilities Department's (PUD) requirements and provide us with the blueprints and versatile management strategy to meet every one of the PUD's security objectives. These overlaps include providing 24/7 security over an expansive territory or a significant number of locations, a focus on maintaining a strong presence through foot and vehicle patrols, public safety, alarm monitoring, infrastructure safety and customer service, as well as deterring loitering, and other criminal activity such as vandalism, trespassing and illegal dumping. Inter-Con's proven best practices allow us to wisely design our service and management strategy to target the PUD's specific security program goals, ensuring effective and efficient solutions for each post from our first day on the contract.



In addition, our decades of experience providing security for fast-paced, critical infrastructure facilities has given us an informed perspective, a **wide network of relevant resources *not only* nationally or in Southern California, but right in San Diego itself** with clients like the San Diego Metro Transit System and Downtown San Diego Partnership. Like the City's Public Utility Department, these clients have a combined total of more than 300 locations that need to be monitored or secured. **In fact, our contract for Southern California Edison has more than 150 "cold start" locations which currently have a staffing rate of 99.8%.** Our proposed Project Management Team, whose resumes have been included in the Appendix, have over 60 combined years of experience in law enforcement, military service, and private security; possess advanced degrees; and maintain in-depth institutional knowledge of security best practices, which have been sharpened over decades of performance on security programs that are nearly identical to the PUD's.

For additional detail regarding our capabilities and expertise, please see the Experience Section and the Tables below.

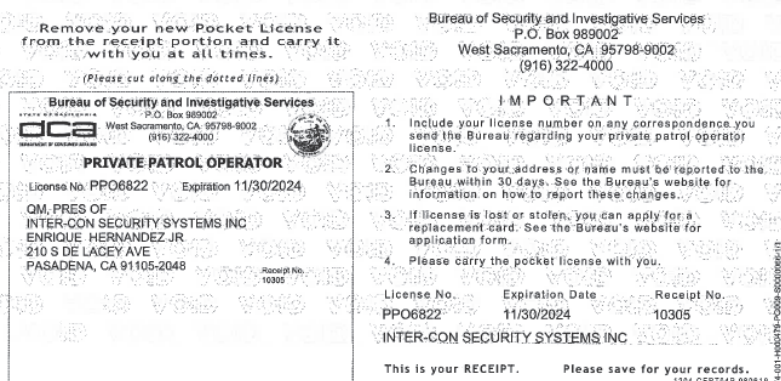
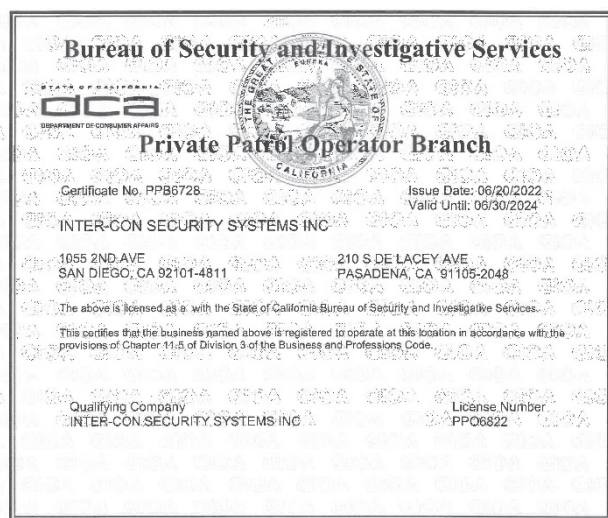
**Table 1:** Inter-Con's Profile & Qualifications [*Exhibit B, Section A; 4, 4.3*]

<b>Form of Organization</b>	Corporation
<b>Year founded</b>	1973
<b>Number, size, and location of offices</b>	100 Offices, 10 of which are in California

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Headquarters Address	210 South De Lacey Avenue, Pasadena, CA 91105
Local Address in San Diego	1062 Third Ave, San Diego, CA 92101
California PPO License Number	PPO6822
Number of employees	35,000
Area of Expertise	Physical security solutions

Figures 1 & 2: Inter-Con's Licenses to operate as a security Company [Exhibit B, Section A; 4, 4.3]



## CAPABILITIES PROVIDING SECURITY SERVICES

Inter-Con is committed to designing and delivering service bundles that are 100% tailored to our client's operational, security, and budgetary requirements. Unlike our competitors, **we are solely focused on ensuring optimal outcomes** and provide a full suite of premium security services to augment the security posture of our clients. The below offerings are 100% available and can be easily incorporated into PUD's Scope of Work as regular or on-demand solutions.

- Armed and Unarmed Security Guard Services
- CCTV and Alarm System Monitoring
- Emergency Response
- Explosive Detection Canine Teams
- Access Control
- X-Ray and Magnetometer Screening
- Visitor/Vehicle Screening
- Roving Patrols
- Advanced Security & Safety Training
- Robots – Autonomous Deterrence, Detection, and Reporting
- Drone And Anti-Drone Airspace Detection/Tracking/Surveillance
- Security Operations Center – Design, Staffing, and Management
- Threat Intelligence and Investigations
- Executive Protection
- Special Event Security
- Construction Security
- High Value Asset Transit
- Data Analytics and Application Development Security Consulting

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**Table 2: Sectors**

Sector	Type of Client
Private	Logistics, Technology, Agribusiness, Retail, Healthcare, Financial Services, Infrastructure and Construction, Non-Profit, Manufacturing, and Commercial Real Estate, Entertainment, Family Offices
Public	Mass Transit Systems, Ports/Airports, Federal Buildings, State Buildings, Municipalities, Museums, and Monuments, Aerospace & Defense.

## PAST PERFORMANCE AND EXPERIENCE - *Confidential*

*Exhibit A, Section C; B, 1*  
*Exhibit B, Section A; 4, 4.2*

Inter-Con is a proven industry leader, implementing security programs for utility agencies that provide for the safety of agency personnel and the public as well as the protection of assets.

In fact, **Inter-Con successfully provides more than 36,500 weekly man hours (1,890,000 annual hours) of security services to two of the largest utility departments systems in the pacific northwest.**

Our portfolio of utility clientele boasts clients such as **Southern California Edison, Bonneville Power Administration, California Department of Water Resources, Louisville Water Company, and Louisville/Jefferson County Metropolitan Sewer District, Pacific Gas & Electric** to name a few. **Table 3** below lists some of these clients as well as highlights the comparable Statement of Services.

**Table 3: Relevant Clients in the utility sector and San Diego**


Public Utility Clients								In San Diego	
	Southern California Edison	Bonneville Power Administration	CA Department of Water Resources	Louisville Water Company	Louisville/Jefferson Metropolitan Sewer District	PG&E Control Center	Tacoma Public Utilities	Downtown San Diego Partnership	San Diego Metro Transit System
Hours per Week	33,500	2,700	900	752	350	1,947	2,200	2,487	9,000
Apx # of Personnel	420	65	25	35	10	45	60	70	280
# of Locations	180	13	17	5	3	1*	12	18**	50
24 x 7 Security	√	√	√	√	√	√	√	√	√
Armed Security	√	√		√	√				√
Roving Foot Patrol	√	√	√	√	√		√	√	√
Vehicle Patrols	√	√	√	√	√		√	√	√
Stationary Officers	√	√	√	√	√	√	√	√	√
SOC	√	√	√			√			√
As Needed Services	√	√	√	√	√	√	√	√	√

\*Work includes 24/7 centralized alarm monitoring, assessment, and response facility. Inter-Con assesses, communicates, and responds to any potential physical attack rapidly and effectively.

\*\*Inter-Con provides Temporary added Security in additional locations for specific events in Downtown San Diego.

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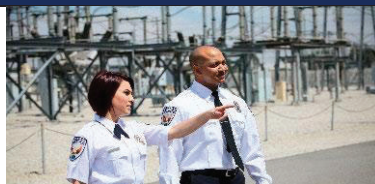
California Department of Water Resources - **CONFIDENTIAL**

Duration of Contract	2/1/2019 – 3/1/2025	
Weekly Hours	900	
Description of Work	<p>Inter-Con has supported the California Department of General Services (DGS) with safety and security services since 2002. Through this contract, Inter-Con provides approximately 1.9M service hours annually to a variety of government facilities, including the California Department of Water Resources (DWR). Our 18 unarmed Security Officers provide 45,000 hours of security services at DWR facilities throughout Southern California each year.</p> <p>We provide a team of dedicated Operators and Dispatchers embedded within DWR’s Command Center, ensuring we can fully respond to DWR's customer service and program requests both quickly and effectively. Additional security personnel assigned to access control points around DWR property are tasked with verifying credentials, issuing visitor badges, and screening visiting individuals and vehicles. Furthermore, Inter-Con Officers conduct frequent mobile patrols around DWR property and critical sections of the California Aqueduct using one of six program-dedicated vehicles.</p> <p>Our staff embedded in DWR’s Command Center have undergone specialized training specifically tailored to the client’s operations and security procedures. In addition to receiving instruction in proper report drafting and client-provided equipment operation, our staff are thoroughly trained in operating and monitoring the client’s security alarm and monitoring systems. Inter-Con staff located in the Command Center are also responsible for providing logistical support and triaging communications during times of critical emergency. This critical function provides our Officers as well as local law enforcement and client stakeholders with real-time and accurate support.</p> <p>Inter-Con’s service territory for the DWR is not only expansive, but also stretches over vast tracts of rough and remote terrain. Inter-Con’s 4x4 SUV’s dedicated to this security program are utilized for supervisory and perimeter patrols. They additionally allow our Officers to respond to DWR emergency distress calls at sites which are not easily accessible or require travel over rough terrain. Each of Inter-Con’s vehicle are outfitted with GPS tracking equipment and software allowing our staff in the Command Center to easily monitor personnel locations and provide support, all in real time.</p>	




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## Edison International – Southern California Edison (SCE) **CONFIDENTIAL**

Duration of Contract	1984 – Present, <b>38 years of service</b>	
Weekly Hours	33,500	
Description of Work	<p>Inter-Con has been effectively providing armed and unarmed physical security to Edison International since 1984. Southern California Edison (“SCE”), a subsidiary of Edison International, is one of the nation’s largest electric utilities in the United States. SCE delivers electricity to approximately 15 million homes, businesses, and communities across a multi-state territory which covers over 50,000 square miles and spans densely populated cityscapes, remote deserts, and rugged mountain regions. Since 2013, Inter-Con has proudly served as SCE’s exclusive security provider, delivering 24/7 armed and unarmed security services, material, equipment, and administrative services for SCE throughout this expansive region.</p> <p>The Edison Program consists of four distinct contracts, each of which Inter-Con was awarded through a separate procurement: (i) the armed “Fixed Site” recurring services contract; (ii) the “Cold Start” on-demand TAS services contract; (iii) the standalone San Onofre Nuclear Generation Station (SONGS) nuclear security contract; and (iv) the Electronic Security Operations Center (ESOC) security monitoring contract. While the attendant requirements of each contract differ in nature, they are uniformly rigorous and demand meticulous operational coordination. In aggregate, Inter-Con deploys over 1,550 armed and unarmed security personnel and expends more than 1.6-million-man hours per year in support of the Edison program. <b>We have more than 150 “cold start” locations, which currently have a staffing ration of 99.8%</b></p> <p>Inter-Con’s responsibilities on the Edison Program are numerous and include access control, screening individuals and property, verifying identification and badges, controlling facility access, responding to emergency and life-threatening situations, managing hazardous materials incidences, responding to medical issues, conducting mobile and foot patrols, performing X-ray and magnetometer screening, and securing a complex operational command center. Given the import of the services that SCE provides to millions of people, coupled with those services’ inherent susceptibility to disruption – e.g., through fire, vandalism, trespass, natural disasters, and myriad other causes – to be successful in serving the Edison Program, our operational execution must be flawless.</p>	

## Bonneville Power Administration **CONFIDENTIAL**


Duration of Contract	2014 – Present, <b>8 years of service</b>	
Weekly Hours	2,700	

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Bonneville Power Administration **CONFIDENTIAL**

Description of Work	<p>The Bonneville Power Administration (BPA) is a federal nonprofit power marketer responsible for providing carbon-free electricity to millions of consumers and businesses across the Northwestern United States. BPA is one of four regional federal power marketing agencies within the U.S. Department of Energy (DoE). Inter-Con has served the DoE as its trusted security provider for the BPA since 2014.</p> <p>Inter-Con provides 63-armed security professionals throughout Washington and Oregon in support of BPA's operations, totaling 127,500 annual service hours. Inter-Con protects BPA employees, facilities, and property, which includes BPA Headquarters, Ross and Eugene Starr Complexes, the Munro Control Center, and select energized locations (BPA's critical infrastructure portfolio comprises 31 hydro projects and one nuclear plant). We provide these services in compliance with all relevant government and industry regulations to include those associated with NERC.</p> <p>Inter-Con's Officers are trained in access control, surveillance and anomaly detection, operational security, communication security, information security, customer service, individual screening, ID/Badge verification, screening of property, emergency and medical responses, incident command, foot and vehicular patrols, traffic control and vehicle access, x-ray and magnetometer screening, and security command center operations. All assigned personnel are certified for First Aid, CPR, AED, and complete at least 16-hours of firearms training and eight-hours of Defensive Tactics training annually.</p>
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SAN DIEGO METROPOLITAN TRANSIT SYSTEM - **CONFIDENTIAL**

Duration of Contract	1/1/2022 – 12/2026	
Approximate Annual Contract Value	\$12,000,000.00	
Weekly Hours	9,000 HPW	
Description of Work	<p>Since January 1, 2022, Inter-Con Security Officers have been acting as the eyes and ears of the San Diego Metro Transit System (MTS) as well as ambassadors of goodwill. They serve as a visual and physical deterrent to crime such as suspicious and illegal behavior including assault, vandalism, graffiti activities, and more. This \$11.1 million dollar contract of more than 8,700 man-hours per week includes a full-time <b>Security Force of approximately 280 security professionals</b>. It is anticipated that Inter-Con will scale with the MTS as they expand the Mid-Coast trolley line.</p> <p>Inter-Con Security Officers perform foot and vehicle patrol for the Rail Right-of-Way, Parking Lots, Trolley Yard, Shop and Stores Areas, and Bus and Bus Rapid Transit Stations. Inter-Con also provides Dispatch, Closed-Circuit Television (CCTV) Monitoring, Armed Security Officers to guard ticket sales booths inclusive of escorting staff to a collection site as well as Fare Inspection and Enforcement.</p> <p>Inter-Con is also able to seamlessly surge our security staff providing Security Officers for special events such as baseball and football games, Comic-Con, concerts, etc. <b>This special event staff can consist of 35 additional Security Officers who primarily perform customer service and crowd control functions.</b></p>	

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## MANAGEMENT, ORGANIZATIONAL CHART & KEY PERSONNEL [Exhibit B, Section C; 4, 4.1]

Inter-Con is committed to providing every client with consistent, high-quality, tailored security services at scale. **We treat every contract as a standalone entity** and operation, and we **do not share resources across clients ensuring that the security personnel assigned to PUD are not also assigned to another client.** This approach will maximize the return on investment for the PUD, while at the same time facilitating agile account management and value-driven solutions design. This also means that our services are readily scalable should it be necessary to accommodate a surge or should the PUD simply wish to flex up or add additional locations. We have included an organizational chart below that delineates Inter-Con's communication and reporting relationships.

Figure 2: Corporate Hierarchy **CONFIDENTIAL**

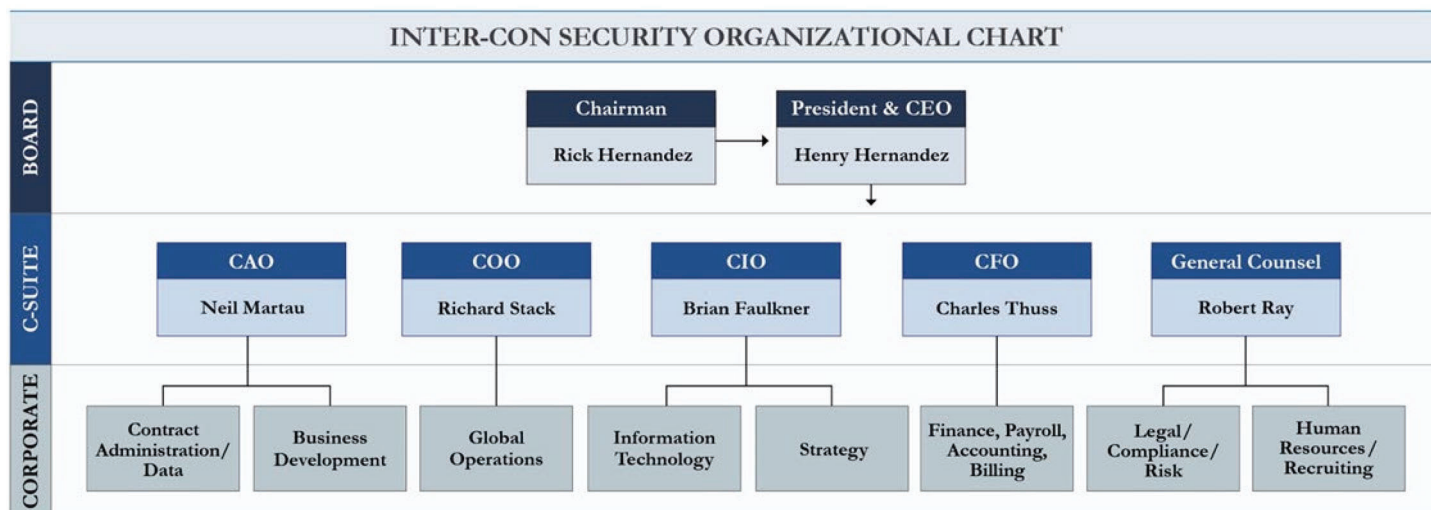
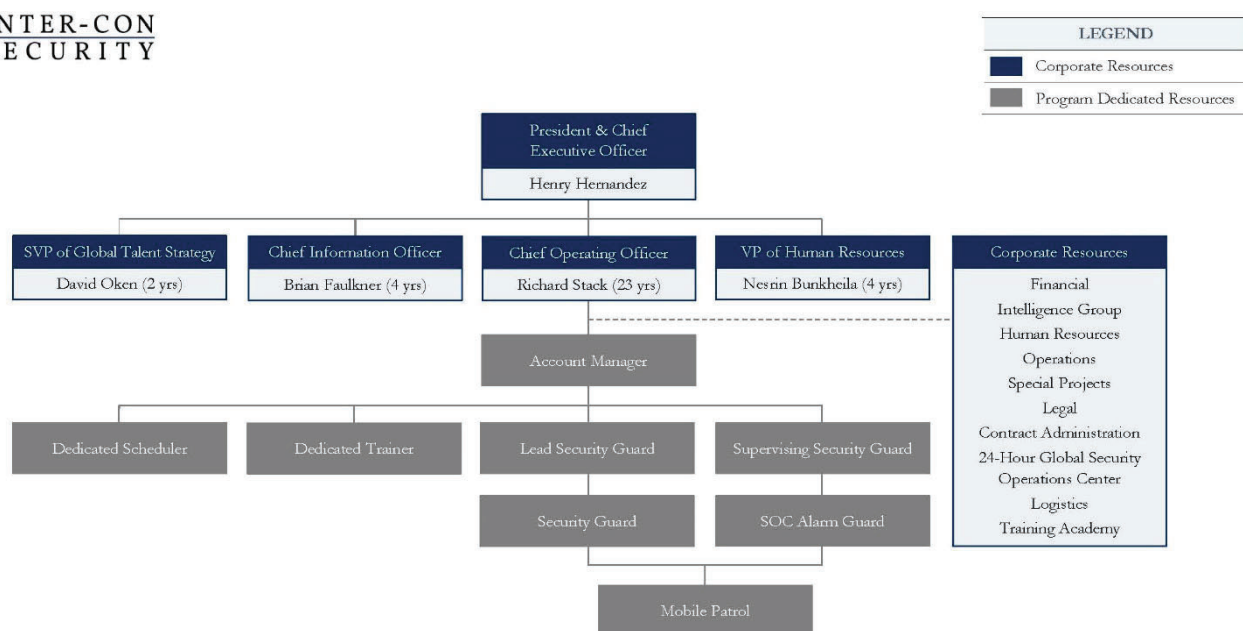


Figure 3: Proposed Account Structure for the PUD **CONFIDENTIAL**



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## KEY PERSONNEL [Exhibit A, Section C; B, 2] [Exhibit B, Section A; 4, 4.1 & 13]

Inter-Con's Corporate Team outlined in **Figure 2** above, described below, and whose resumes have been included in the Appendix will provide daily oversight and support to the PUD security program. While Inter-Con's proposed team is more than qualified to successfully oversee PUD's security program and will not be substituted without the knowledge and consent of PUD, we fully appreciate the value in retaining qualified incumbent management personnel. **We will seek to retain as many qualified individuals as possible as high-performing incumbents not only have established rapport with PUD stakeholders**, but they also possess institutional knowledge that will enhance our transition efforts.



**Mr. Travis Warren | Representative Account Manager:** Mr. Warren is a highly trained security professional with **over 20 years of security and organizational management, personnel and asset protection, threat detecting and mitigation, safety and compliance, and team building**; Knowledge and expertise in training and coaching, project management, and team coordination and logistics. A proven track record of delivering solutions according to the highest customer service standards. A strong work ethic and ability to work collaboratively or autonomously.

*Mr. Warren will serve as a liaison between the PUD, the security guards posted at Public Utilities facilities, and the Contractor. The Account Manager shall make unannounced inspections of guards on post at random times, sufficient to ensure job performance and adherence to personnel standards.*



**Mr. Richard Stack | Chief Operating Officer | PUD Supporting Executive:** Mr. Stack has over 30 years of Federal and Private Security experience. He has risen from a Security Officer on our Department of State contract to COO in charge of all Inter-Con services around the globe. He has served at some point as the Project Manager for every one of Inter-Con's major programs since 2003.

*Mr. Stack has overseen some of the most prestigious security contracts in the United States, including 2,000+ Security Officer contracts for the Department of State and the Department of Justice. These clients, along with many others, have been long-term partners of Inter-Con and Mr. Stack still provides operational support to the on-site management teams, as necessary. Like the PUD, these programs are subject to specific government regulations. Mr. Stack's knowledge of these regulations will prove beneficial to the PUD.*



**Mr. Brian Faulkner | Chief Information Officer:** Mr. Faulkner manages the implementation of Inter-Con's tailored workforce management solutions for Inter-Con's clients, ensuring the alignment of program results with program goals as well as the achievement of key delivery milestones.

Mr. Faulkner oversees all major technology solutions Inter-Con implements and provides across the United States. He has been intimately involved in each of our large transitions including the most recent one with Sound Transit.

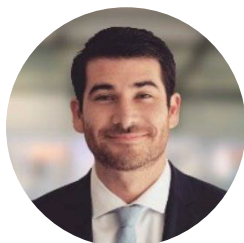
*Mr. Faulkner and his team have successfully engaged with each of Inter-Con's clients (including the clients listed in Table 3). He is responsible for maintaining full alignment between the needs of the security program and our comprehensive technological offerings. For example, Mr. Faulkner and his team are currently rolling out the newest enhancements to our IC Mobile App. The positive impact the IC Mobile App will have on the PUD's security program has been outlined in our Technology section on page 17.*



**Mrs. Nesrin Bunkheila | Vice President of Human Resources:** Mrs. Bunkheila oversees the Human Resources and People and Culture Teams who support Inter-Con's Security Guard Force. Relevant projects she has participated in include She has decades of experience in the industry, as an HR consultant, recruiter, and administrator – empowering individual clients and their security programs. She specializes in the administration of national programs, ensuring that all administrative activities are conducted in accordance with relevant state laws and client regulations.

*Ms. Bunkheila and her team of HR and People and Culture Specialists positively engage with each of Inter-Con's clients, including the clients listed in Table 3. Ms. Bunkheila and her teams primarily focus on driving employee morale and retention.*

**Mr. David Oken | Senior Vice President of Talent Acquisition:** Mr. Oken is a talent acquisition leader with an acumen for developing cohesive teams. With his experience and knowledge in recruiting, he works alongside our Account Management and On-Boarding Teams, interfacing with clients nationwide to provide solutions for their unique staffing needs. Mr. Oken brings his award-winning talent acquisition expertise, leadership and training, personnel development, and project management skills to the Inter-Con team.



*Mr. Oken and his team of Recruiter's have successfully transitioned many thousands of weekly hours' worth of contracts. Their focus is to ensure that the accounts which they are assigned to are fully staffed from day-1 on the job and continue to be fully staffed throughout the life of the contract. Mr. Oken works with each client to develop a customized recruitment checklist, similar*

*to the outline shown in Table 10, and will oversee each recruiting team to ensure each Officer meets the minimum requirements of the post assigned.*

## INDUSTRY KNOWLEDGE [Exhibit A, Section C, B, 3] -CONFIDENTIAL

As one of the largest security companies in North America, Inter-Con prides itself on being the front runner in the security industry and setting the bar for our competitors. Our ability to drive results as well as implement consistent quality assurance and quality control practices has been recognized by the International Organization for Standardization and helped us **achieve our ISO 9001 Certification. Additionally, Inter-Con received a SAFETY Act designation from the U.S. Department of Homeland Security** for our training technology currently utilized for our U.S. Department of State contracts. This same technology is now being used at all Inter-Con contracts. Our ability to collect and analyze data using this as well as our other proprietary technology has been discussed throughout our response.



Inter-Con also stays current with the latest policies and practices, especially at the strategic levels, by maintaining a close network of senior leaders from Inter-Con, **IC Labs**, our clients, trusted subcontractors, as well as innovative individuals in academia, the military and law enforcement, government, and commercial organizations. These groups meet in-person at events as well as exchange ideas virtually. This practice organically facilitates the exchange of valuable information and would enhance any regularly scheduled business or innovation reviews mandated by our PUD contract.

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Inter-Con and members of our executive team are affiliated with many national, regional, and local professional organizations, including but not limited to ASIS International, International Security Management Association (ISMA), International Association of Chiefs of Police (IACP), FBI National Academy Associates, National Minority Supplier Development Council, U.S. Hispanic Chamber of Commerce, Overseas Security Advisory Council (OSAC), and Domestic Security Alliance Council (DSAC). **These alliances give Inter-Con access to national and/or global networks of highly experienced senior security professionals with innovative perspectives, insight, and techniques, allowing Inter-Con the ability to continually enhance our security and risk mitigation offerings.**



Inter-Con also maintains strategic partnerships with select vendors such as Amazon and AWS, Salesforce, DailyPay, Paycom, Enterprise, Dell, and Axon, among others. These enterprise partnerships provide Inter-Con with unfettered access to forward thinking individuals who are consistently looking to drive performance improvement using technology.

Lastly, Inter-Con understands that our Security Officers are the front lines of our service delivery model, and to be truly successful we must ensure a diversity of perspectives to include all employees, from our Senior Leadership to our Security Officers have a voice. It is this voice that will bring forth good ideas that will **benefit Inter-Con, the employee, and our clients, creating a win-win-win strategy.** We reward our Officers with incentives to ensure that good ideas are not lost but welcomed, and Officers are encouraged to approach their Account Manager or any level of management and discuss that idea with them.

## INTER-CON STAFFING & SUBCONTRACTOR MANAGEMENT STRUCTURE *Confidential*

*[Exhibit A, Section C, B, 4]*

### STAFFING

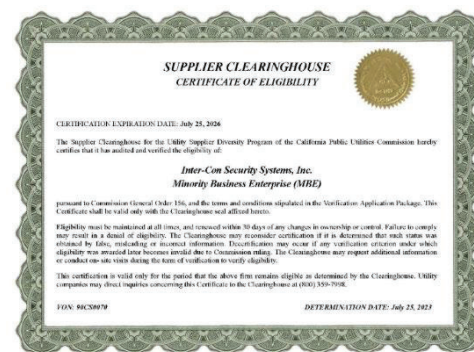
Properly staffing each client site is a major component of Inter-Con's transition plan. We are proud of our 96% incumbent capture ratio and will comply with the Service Workers Retention Ordinance. Our staffing plans are designed to ensure that Inter-Con is in full compliance with the PUD's contract and that all posts are properly staffed with qualified employees. **We have included our staffing plan in Table 11**, this plan can be adjusted as the department's needs change. In addition, as a part of our on-going recruitment efforts, our PUD Locally Dedicated Recruiters will work closely with the Account Manager to identify any events or new posts that may strain the department's Officer capacity so that we can recruit the additional personnel needed to maintain a strong reserve. We will review and assess these numbers every quarter to ensure that we are continually meeting the PUD's needs with maximum efficiency. We will calibrate our full-time/part-time ratio and surge capacity based on changes to contract requirements or staffing patterns. This will then inform our hiring practices, as we will adjust the sizes of our new hire training classes to reflect the recalibrated full-time/part-time split.

### MINORITY SUBCONTRACTING

As a 100% minority-owned and certified Minority Business Enterprise, Inter-Con is committed to implementing a progressive M/W/DVBE business utilization program with both small and large vendors that subcontract with minority-owned businesses. Inter-Con's Minority-Owned Business Certificate can be found to the right.

As with our stable, committed ownership, Inter-Con believes in building long-lasting relationships with our clients. We take this same approach to carefully selecting and working alongside subcontracting partners for whom security and safety truly matters. When we do work with a subcontractor, our subcontractor's

Figure 4: Certificate of Eligibility



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staff is fully embedded within our own, and they abide by all Inter-Con and client policies, resulting in a uniform contractor base for our client. As with our own employees, our subcontractor partners have full access to corporate and executive resources, and function as an extension of Inter-Con's own security force. Our unique business model means that subcontractor partners are not limited to communications with a regional Inter-Con branch when faced with issues, but rather have a direct line of communication to Inter-Con's Account Management Team. Inter-Con works closely with and monitors our subcontracting partners to ensure that our unified team meets all SOW requirements, with our internal communications fortify our strong commitment to the PUD's needs.

## RETENTION *[Exhibit A, Section C, B, 5] - Confidential*

In an industry where turnover is unpredictable, fluctuates greatly, and is influenced heavily by the economy, Inter-Con believes that a company has good attrition when turnover is consistently well below the industry average. **According to a recent Robert Perry white paper, the average security company maintains an attrition rate of approximately 300%. Pre-Covid, Inter-Con's rates averaged 48%.** However, in today's market, like most industries and corporations, Inter-Con has seen mild growth to its turnover rate which now averages <70%. While Inter-Con is not satisfied with this turnover rate and is continuously working to implement programs to meaningfully reduce it, we recognize that it is well below the established industry average.

**Table 4: Relevant Turnover**

Client	Security Officers	Security Supervisors
BPA	37%	13%
SCE	48%	30%
SDMTS	84%	39%
Louisville Water	77%	40%
DGS	31%	36%

Inter-Con knows that for us to deliver on our promise of providing high quality, premium services, each member of the Security Force hired must be qualified, experienced, properly trained, and outfitted in accordance with the PUD's requirements. Our teams thoughtfully recruit screen, train, and staff personnel specifically for their ability to excel on individual contracts. In addition, once we have hired the best, we want to retain the best. With that in mind we implement meaningful retention measures which further demonstrates our commitment to the wellbeing and the personal growth of our employees. These measures have been outlined starting on page 34 and have contributed to our strong retention numbers above.

## REFERENCES *[Exhibit B, Section A; 4, 4.4], [Exhibit A, Section C, B, 6] - Confidential*

**Table 5: References**

<b>Bonneville Power Administration (BPA)</b>	Anthony Reiter Contracting Officer 905 NE 11 <sup>th</sup> Ave Portland, OR 97232 ajreiter@BPA.gov / (360) 605-7346
<b>San Diego Metropolitan Transit System (SDMTS)</b>	Al Stiehler Director of Security 1255 Imperial Avenue San Diego, CA 92101 Al.stiehler@sdmts.com / (973) 768-9419
<b>California Department of Water Resources (DGS)</b>	John Rizzardo Supervising Engineer 715 P Street Sacramento, CA 94236 John.rizzardo@water.ca.gov

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# Approach to Services & Compatibility

After attending the site walk on August 2<sup>nd</sup>, reading your RFP, and reviewing the Q&A, Inter-Con understands the City of San Diego's Scope of Work (SOW) and the need for armed and unarmed Security Officer services for your Public Utilities Department. As an **experienced provider of premium security services for several other critical infrastructure client facilities**, specifically within the public utilities sector, Inter-Con is uniquely positioned to offer the PUD a full suite of resources on a 24/7 basis for all locations throughout the lifetime of this contract, both timely and within budget. To ensure the attainment of our collaborative strategic goals, our workplan will be executed in three phases that align with the contract lifecycle:

**Table 6:** Phases in the contract lifecycle

	01	02	03
Phased Steps	Project Initiation	Project Execution	Project Maintenance
	Guard Force Transition	Staffing	Total Quality Management
	Recruiting and Screening	Training	Employee Retention
		Uniforms & Equipment	

## PHASE 1: PROJECT INITIATION *[Exhibit A, Section C; C, 4]*

### STEP 1 – GUARD FORCE TRANSITION - *Confidential*

Inter-Con understands the critical and sensitive nature of transitions within a critically sensitive and highly regulated environment like the PUD and can assure the PUD that transitioning to Inter-Con will bring a wealth of experience and new resources to the PUD security program. For a program of this size with and number of locations we typically recommend a transition and implementation plan between 60 and 90 days. Specifically for the PUD we are recommending a rolling transition starting at 60 days with a full implementation within 90 days. *However, we are open to transitioning within the sooner if necessary.* We have included a sample 60-day transition in tables 7-8 that will be customized to fit the needs of each site type. In addition, **Inter-Con as we are transitioning, we create a “Stop-Light” chart which is updated throughout the transition and shared with our clients during all transition meetings.** The stop-light chart clearly defines the progress of the transition. If there are any obstacles, these are highlighted in the chart, discussed during the transition meetings where a resolution is determined. Though these efforts, the PUD can expect a seamless transition that does not disrupt the current security program, operations of the sites, or outgoing security vendor.

As a testament to our strength in transitioning large accounts with dispersed locations and posts, one of our most fluid transitions was The Port Authority of New York & New Jersey. We began services on 1/1/22, only having been awarded the contract 18-days prior. During these two weeks, *we were able to screen, interview, and assign more than 800 Security Officers.* **On day-1 of the contract we were fully staffed with zero dark posts.**

### TRANSITION TIMELINE

A large part of our success transitioning clients like the PUD to Inter-Con stems from a deep understanding of the sensitive and very critical nature of an industry that is so highly regulated at multiple levels of government. **Throughout the transition, Inter-Con's human resources, operational, technology, and administrative teams will be hard at work completing and finalizing deliverables such as reviewing existing operational procedures and current technology and recommending changes, screening incumbent personnel, recruiting new personnel, and developing training programs just to name**

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a few. We are committed to ensuring that the PUD receives our full attention during this process, and we will be fully prepared to begin services on day-1 of the contract.

**Table 7: Graphic Timeline of the PUD Transition Activities**

ID	Tasks	Duration	60 Day Transition					
			10	20	30	40	50	60
1	Activate Transition Team	1 Day						
2	Notify & Activate Key Personnel	1 Day						
3	Hold Post-Award Conference	1 Day						
4	Conduct Initial Transition Team Meeting	1 Day						
5	Submit Licenses, Permits and Insurance	2 Days						
6	Submit Job Descriptions & Recruiting Profiles	10 Days						
7	Brief Incumbent Personnel	3 Days						
8	Screen Incumbent Personnel	15 Days						
9	Recruit & Screen New Applicants	60 Days						
10	Submit Approved Application Packages & Hire Personnel	10 Days						
11	Acquire Required Equipment and Software	30 Days						
12	Hold Weekly Meetings	60 Days						
13	Review Existing Operational Processes	15 Days						
14	Conduct Initial Security Threat Assessments for Assigned Locations   Review Existing Posts, Procedures, Deliverables, Data & Regulations	10 Days						
15	Submit Final Transition, QC & Contingency Plans	15 Days						
16	Secure Approval for Training Programs	10 Days						
17	Review Incumbent Personnel Information	10 Days						
18	Conduct On-boarding Training for New Personnel	60 Days						
19	Inventory PUD Furnished Property	10 Days						
20	Inventory Inter-Con Furnished Property	10 Days						
21	Implement all Software Tools/Updates	40 Days						
22	Issue Uniforms & Equipment	60 Days						
23	Hold Final Transition Meetings	5 Days						
24	Commence Operations	2 Days						
25	Monitor & Review Transition Activities	60 Days						

**Table 8: Inter-Con's 25-Steps of Transition Activities**

Step	Transition Activity Details
1	<p><b>Activate Transition Team:</b> Inter-Con will assemble and brief the Transition Team, as well as on-call support from corporate management.</p> <p><b>Required Resources:</b> PUD = N/A, Outgoing Provider = N/A, Other Party = N/A</p>

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Step	Transition Activity Details
2	<b>Notify and Activate Key Personnel:</b> Upon receipt of the notice of award, Inter-Con management notifies key management personnel and any approved suppliers. <b>Required Resources:</b> PUD = N/A, Outgoing Provider = N/A, Other Party = N/A
3	<b>Hold Post-Award Conference:</b> Inter-Con will meet with PUD representatives to discuss specific Transition Plan items. <b>Required Resources:</b> PUD = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
4	<b>Conduct Initial Transition Team Meeting:</b> Upon receipt of the notice of award, the Inter-Con team conducts initial meetings with PUD representatives to discuss the transition approach and timeline, and incumbent personnel outreach activity. <b>Required Resources:</b> PUD = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
5	<b>Submit Licenses, Permits and Insurance:</b> Inter-Con management submits to the PUD valid documentation and licenses as requested. <b>Required Resources:</b> PUD = N/A, Outgoing Provider = N/A, Other Party = N/A
6	<b>Submit Job Descriptions &amp; Recruiting Profiles:</b> Based on feedback from the PUD, Inter-Con will develop and submit for approval job descriptions and recruiting profiles for all positions. <b>Required Resources:</b> PUD = Key Stakeholders and PUD's personnel preferences, Outgoing Provider = N/A, Other Party = N/A
7	<b>Brief Incumbent Personnel:</b> Inter-Con explains new contract and any relevant changes to current personnel and will encourage them to remain with Inter-Con. <b>Required Resources:</b> PUD = Space onsite to meet with incumbent personnel, Outgoing Provider = Unfettered access to incumbent personnel, Other Party = N/A
8	<b>Screen Incumbent Personnel:</b> Inter-Con's Transition and Account Management Teams will identify individuals within the incumbent security force to retain. In coordination with the PUD, and after discussing proposed compensation levels with incumbent personnel, we will make a sound projection of the number of new personnel that need to be recruited, screened, cleared, and trained prior to the planned contract start-up date to meet all requirements. Inter-Con recruitment is an on-going effort that will continue after contract startup. <b>Required Resources:</b> PUD = Access to preferred PUD Background Screening partner (if applicable), Outgoing Provider = Relevant information for incumbent personnel, Other Party = Background and Drug Screening expertise
9	<b>Recruit and Screen New Applicants:</b> Inter-Con individually interviews all applicants. All applicants are screened through Inter-Con's 7-step process to evaluate reliability, honesty, positive work attitudes, and medical and physical fitness, as well as PUD-required screening procedures necessary to receive a favorable vetting. Inter-Con assures the PUD that all employees meet the requirements outlined in the RFP. <b>Required Resources:</b> PUD = Access to preferred PUD Background Screening partner (if applicable), Outgoing Provider = N/A, Other Party = N/A
10	<b>Submit Approved Application Packages &amp; Hire Personnel:</b> Qualified applicants are selected for hiring. We will utilize an Administrative Specialist to ensure contract requirements pertaining to personnel recordkeeping and documentation are completed, organized, and available for PUD inspection and review. Our Administrative Specialist will also draft and submit a list of all Contract employees, their respective Contract start dates, shift assignment, and position identifying part-time or full-time status. <b>Required Resources:</b> PUD = Access to preferred PUD Background Screening partner (if applicable), Outgoing Provider = All incumbent information and zero barriers to recruitment, Other Party = N/A
11	<b>Acquire Required Equipment and Software:</b> Inter-Con coordinates and documents the acquisition of all equipment and software.

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Step	Transition Activity Details
	<b>Required Resources:</b> PUD = Information on all required and preferred equipment and software, Outgoing Provider = Honest assessment on the value/utility of the equipment and software they provided for the contract, Other Party = Timely and safe delivery of purchased equipment and software
12	<b>Hold Weekly Meetings:</b> Inter-Con's Transition Team and Key Personnel meet (weekly, or more often, as appropriate), with PUD stakeholders and Outgoing supplier representatives during the transition period to track current and future milestones, as well as blocking issues and risk assessments. <b>Required Resources:</b> PUD = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
13	<b>Review Existing Operational Processes:</b> Inter-Con's Transition Team meets with PUD representatives to identify operational and administrative obligations for the new contract and to discuss any required changes to existing security processes and programs. <b>Required Resources:</b> PUD = Key Stakeholders, Outgoing Provider = N/A, Other Party = N/A
14	<b>Conduct Initial Security Assessments   Review Existing Posts, Procedures, Deliverables, Data &amp; Regulations:</b> Inter-Con's Security Subject Matter Experts and members of the Transition/Account Management Teams will conduct preliminary site threat assessments to establish new baselines from which our security program will operate off of. All existing Post Orders, procedures, deliverables, as well as Data & Regulations will also be reviewed for compliance and opportunities for enhancement. Any modifications to Post Orders, SOWs, deliverable templates will be agreed upon and implemented before the completion of the transition period. <b>Required Resources:</b> PUD = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
15	<b>Submit Final Transition, QC, and Contingency Plans:</b> Inter-Con's Transition Team reviews and refines the Transition Plan and collects additional information regarding specific assignments. The final Transition Plan will be submitted at the Post-Award Conference, which is scheduled per PUD preference. <b>Required Resources:</b> PUD = Feedback from stakeholders, Outgoing Provider = Unfettered access to existing QC Plan and all information relevant to the transition, Other Party = N/A
16	<b>Secure Approval for Training Programs:</b> Inter-Con management obtains PUD approval of a detailed Training Plan to include syllabi, schedules, locations, and trainers. The Training Plan will include primary and make-up dates. An on-the-job training plan will be included. <b>Required Resources:</b> PUD = Feedback from stakeholders, Outgoing Provider = Unfettered access to existing Training Plans and documents, Other Party = N/A
17	<b>Review Training Details for Incumbent Personnel:</b> Inter-Con will request copies of incumbent personnel training records and administrative files from the outgoing provider. <b>Required Resources:</b> PUD = N/A, Outgoing Provider = Unfettered access to incumbent personnel training documents, Other Party = N/A
18	<b>Conduct On-boarding Training for New Personnel:</b> Inter-Con trains new personnel according to approved plans, uploading training certificates in Inter-Con's Learning Management System within 5 working days after successful completion. <b>Required Resources:</b> PUD = Space onsite to train incumbents, Outgoing Provider = N/A, Other Party = N/A
19	<b>Inventory PUD-Furnished Property:</b> Inter-Con completes an inventory of PUD-Furnished Equipment with designated PUD stakeholders. Inter-Con's Management Team accepts all PUD-Furnished Property, supplies and equipment and confirms receipt upon contract assumption. Inter-Con also conducts a full inventory of all PUD-Furnished Property, immediately after assumption of the contract and provides the results of the inventory to PUD within 10 working days of the start of the contract. <b>Required Resources:</b> PUD = All PUD-furnished property, Outgoing Provider = Access to PUD-furnished property, Other Party = N/A

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Step	Transition Activity Details
20	<b>Inventory Inter-Con-Furnished Property:</b> We conduct an inventory of Inter-Con-Furnished Property and provide it to the PUD on the contract start date. Inventories will be conducted on a quarterly basis, to include all Inter-Con furnished equipment, uniforms, and non-expendable supplementary equipment. <b>Required Resources:</b> PUD = N/A, Outgoing Provider = N/A, Other Party = N/A
21	<b>Implement all Software Tools/Updates:</b> Led by our Technology Interfacing Officer for the PUD, our Account Management Team will assess all existing PUD and incumbent software tools to gauge operability and identify opportunities for improvement. Once the assessment is completed, all PUD stakeholders will be briefed of our findings and all necessary software updates, changes, or procurements will be executed. <b>Required Resources:</b> PUD = Access to relevant PUD systems/technologies and key stakeholders, Outgoing Provider = Unfettered access to incumbents, documents, systems, and key stakeholders, Other Party = N/A
22	<b>Issue Uniforms &amp; Equipment:</b> The Transition Team schedules distribution of equipment to new and existing personnel as necessary. Personnel are instructed in policies regarding use, return, and disposal of those items. The Transition Team conducts inspections of personnel in uniform to verify the correct wear of equipment. <b>Required Resources:</b> PUD = N/A, Outgoing Provider = Unfettered access to incumbents, Other Party = N/A
23	<b>Hold Final Transition Meetings:</b> During the final days of the transition period, Inter-Con's Transition Team and other Key Personnel begin daily meetings with PUD stakeholders to discuss the final steps of the process. A final meeting will be held the day prior to commencement of operations to achieve closure on remaining issues. <b>Required Resources:</b> PUD = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
24	<b>Commence Operations:</b> Inter-Con assumes full responsibility for operations, in accordance with the PUD's schedule. <b>Required Resources:</b> PUD = N/A, Outgoing Provider = N/A, Other Party = N/A
25	<b>Monitor and Review Transition Activity:</b> During the transition period, Inter-Con's leadership will monitor and review contract performance through daily reports and schedule weekly "QBR-style" meetings. In addition, the Inter-Con Transition Team and Inter-Con's COO will maintain regular communications with PUD stakeholders to monitor and guarantee the quality of the services provided to the PUD throughout the life of the contract. <b>Required Resources:</b> PUD = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A

Table 9: Responsibility Matrix

Responsibility Matrix						
Transition Step		Richard Stack	Travis Warren	Nesrin Bunkheila	Brian Faulkner	David Oken
1	Activate Transition Team	I	R/A	C	I	I
2	Notify & Activate Key Personnel	I	R/A	C	C	C
3	Hold Post Award Conference	I	R/A	R/A	I	C
4	Screen Incumbent Personnel	I	C	R/A		C
5	Recruit & Screen New Applicants	I	A	R/A		C
6	Submit Approved Application Packages & Hire Personnel	I	C	R		A
7	Acquire Required Vehicles, Equipment and Software	I	R/A	C	C	I
8	Conduct Initial Transition Team Meeting	I	R/A	C	I	C
9	Hold Weekly Meetings	I	R/A	C	C	C
10	Review Existing Operational Processes	I	R/A	R	I	C
11	Review Incumbent Personnel Information	I	C	R/A	I	C

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Responsibility Matrix						
Transition Step		Richard Stack	Travis Warren	Nesrin Bunkheila	Brian Faulkner	David Oken
12	Secure Approval for Training Programs	I	R/A	C	I	C
13	Submit Licenses, Permits, Insurance	I	R/A	C		C
14	Brief Incumbent Personnel	I	R/A	R		R
15	Conduct On-boarding Training for New Personnel	I	I	C	I	R/A
16	Submit Final Transition, QAP & Contingency Plans	I	R/A	C	C	C
17	Review Existing Posts, Procedures & Regulations	I	R/A	R	R	C
18	Conduct Orientation Sessions with Personnel	I	R/A	R	I	C
19	Inventory HCC-Furnished Property	I	R/A	C	I	C
20	Inventory Inter-Con Furnished Property and Vehicles	I	R/A	C	I	C
21	Implement all Software Tools/Updates	I	A	C	R	I
22	Issue Uniforms & Equipment	I	R/A	R	I	C
23	Hold Final Transition Meetings	I	C	C	C	C
24	Commence Operations	I	R/A	R	I	C
25	Monitor & Review Transition Activity	I	R/A	R	I	C
Responsibility Key						
Role		Definition				
<b>R = Responsible</b>		Those who do the work to complete the task.				
<b>A = Accountable</b>		The one ultimately answerable for the correct and thorough completion of the deliverable or task.				
<b>C = Contributor</b>		Those whose opinions are sought, as Subject Matter Experts, to ensure the successful completion of a task or deliverable.				
<b>I = Informed</b>		Those who are kept up to date on the progress of a task or deliverable and provide ancillary support, when needed.				

## TRANSITION TEAM

As introduced above, Inter-Con's Transition Teams are staffed with diverse individuals, ranging from security professionals, attorneys, human resource and talent acquisition experts, educational and training experts as well as experts in innovation and technology. The core team and their respective responsibilities who would be involved in transitioning your account have been listed below.

**Mr. Richard Stack | Chief Operating Officer | Supporting Executive:** As the Supporting Executive for the PUD's contract, Mr. Stack will work closely with the Transition Team in overseeing a smooth and successful implementation process. Mr. Stack will deploy and re-task Inter-Con resources, oversee the procurement of new equipment, ensure communication with the PUD, and provide confirmation of Inter-Con's internal transition milestone achievements.

**Mr. Travis Warren | Representative Account Manager:** Mr. Warren serves as a Project Manager for Inter-Con in the San Diego area. His 20 years of experience is just a small representative sample of the quality of Inter-Con's management. If you do not wish to retain the current management staff, the individual hired will have experience similar to Mr. Warren.

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**Mr. Brian Faulkner | Chief Information Officer | PUD Technology Interfacing Officer:** Mr. Faulkner will function as the PUD's Technology Interfacing Officer. After transitioning, Mr. Faulkner will propose improvements to the PUD's guard tour system and other security augmentation technologies and continue to do so throughout the lifetime of the contract.

**Mrs. Nesrin Bunkheila | Vice President of Human Resources | PUD Administrative Executive:** Mrs. Bunkheila will function as the PUD's Administrative Executive and focus on employee retention and engagement efforts for the PUD contract. She will provide support throughout the contract's lifetime to drive optimal employee satisfaction levels.

**Mr. David Oken | Senior Vice President of Talent Acquisition | Transition Manager:** During the transition period, Mr. Oken will use his expertise in personnel screening and recruiting to build a dynamic team for the PUD. He will be responsible for review of incumbent personnel and new candidate recruitment and screening efforts. In addition, he will oversee the Locally Dedicated Recruiters to ensure our candidates meet the PUD's screening requirements and are fully capable to perform to the level of your expectation.

## STEP 2 – RECRUITING & SCREENING *Confidential*

**Inter-Con recruits prospective employees from a variety of sources including our website, social media, colleges, veteran's agencies, job fairs and more.** Because our application is online, candidates can complete it at a time and place of their own convenience. All applicants are thoroughly screened to determine whether they possess the minimum qualifications for the contract and specific position requirements for which they are applying. If the applicant meets the requirements, they are scheduled for an interview.

To ensure all hired employees have the skillset and experience to perform the duties assigned to them, David Oken, Inter-Con's VP of Talent Acquisition will work with the Public Utilities Department to develop a "Recruitment Checklist" which will provide solid guidance to the PUD's Locally Dedicated Recruiters, spelling out the exact minimum qualifications necessary for assignment to one of the PUD's site locations. Only qualified applicants will progress through the seven-step screening process, and if at any point during the screening process, a candidate becomes unqualified, they will be removed from consideration. We have added and expanded upon the PUD's baseline requirements to create a comprehensive Security Officer Recruitment Checklist. See **Table 10** below for more details.

## BENCH STRENGTH & PROOF OF ABILITY TO SUPPORT PUD *[Q&A #22]*

Inter-Con's established pool of 3,000 local security personnel, combined with our contracts across Southern California, guarantees optimal staffing levels and oversight for PUD in both normal and surge conditions. As an example of our ability to fully staff all PUD's locations, **during Q2, 2023, Inter-Con provided 234,284 hours of service, with a .04% dark post rate; nearly 70% of these hours were emergency requests where we were able to provide an Officer within four hours of request.**

Additionally, Inter-Con's location(s) and density of operations throughout Southern California will provide the PUD with an unparalleled proximity to excellence. Our operations for the PUD will be directly supported by our San Diego office, - in the heart of downtown San Diego – our West Coast Training Academy, and our 24/7 Global Security Operations Center (GSOC). Having an established office in San Diego allows us to enhance the PUD's security program with our expert knowledge of local codes and regulations, as well as provide unfettered access to our vetted managerial staff, local Recruiters, and Administrative Support Specialists. **This same office supports similar critical infrastructure and high-requirement contracts like the San Diego Metropolitan Transit System, San Onofre Nuclear Generating Station (SONGS), State of California, and the U.S. Department of State (DoS).**

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## INCUMBENT PERSONNEL RETENTION *[Q&A #15, #20, #33]*

Through Inter-Con's proven transition approach and enhanced transparency, we achieve high incumbent capture rates of 96%. Retaining incumbent personnel and their wealth of experience as well as institutional knowledge of the PUD Security Program is of highest priority, so Inter-Con ensures all qualified incumbents can remain on the new contract.

**In compliance with the Service Worker Retention Ordinance, all incumbent personnel will be offered an opportunity to remain on the contract** and must complete Inter-Con's online application as well as provide supporting documentation, such as their training records and relevant credentials. They will then interview with Inter-Con's Transition Team. Interviews will be conducted during off-duty hours and after contract award to ensure the outgoing vendor is not adversely impacted. During the interview, the applicants will be evaluated for their qualifications and interest in remaining on the program.

## COMMUNICATION STRATEGY

Initial communications with the workforce are critical to high retention rates and fostering positive relations. Inter-Con will deploy its Transition Team and supporting resources at all sites to facilitate productive discussions and concerted recruiting efforts immediately after the award notice is shared with the incumbent provider. We find that this approach significantly reduces the risk of misinformation spreading through the incumbent work force, negatively affecting their perception of Inter-Con or job security. It also mitigates the chance of the incumbent provider hampering our recruitment efforts, especially our targeting of high-performing individuals. Inter-Con will communicate the following:

- Application and vetting process
- Milestones and objectives
- Weekly updates through transition newsletters and our employee portal
- On-boarding engagement policy through direct emails to incumbent employees
- Inter-Con company values, history, and growth opportunities

**Inter-Con has successfully transitioned similar critical infrastructure contracts without ever having difficulty seamlessly staffing posts/supporting service requests.** We recruit incumbent staff by engaging in open and ongoing conversations, with clear communication about the opportunities Inter-Con has to offer. Offering compelling salary and benefits is essential to retention, and it is the policy of Inter-Con that we match or improve compensation for any follow-on contracts. To ensure there is no adverse effect on the workforce, we honor their original hire date in the calculation of benefits. This ensures a motivated work force that feels recognized and rewarded.

## THOUGHTFUL RECRUITMENT *[ECOP, IV, A] - Confidential*

As an Equal Opportunity Employer, Inter-Con is in full compliance with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq.), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975, (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972, (20 U.S.C. §1681), and 45 C.F.R. Part 92. Inter-Con does not accept nor tolerate behavior, harassment, discrimination, or prejudice based on race, color, religion, sex (including sexual harassment and pregnancy discrimination), sexual orientation, gender identity, national origin, age (40 years of age and over), genetic information, protected veterans, or disability (physical or mental) or retaliation for protected EEO activity. In addition, we provide reasonable accommodations for all applicants and employees with disabilities.

Beyond promoting our culture of inclusivity internally, our Executive Leadership Team conducts quarterly reviews of our hiring and retention results as well as sets new diversity hiring/retention targets in those areas where key metrics were not met. In fact, we track demographic metrics throughout the entire recruiting process to better measure engagement activities and success with diverse candidates at each phase. If desired, we will make this data available to the PUD during our Quarterly and Annual Business Reviews and discuss the measures we are taking as an organization to ensure equitable recruiting practices.

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We are also driven to improve the communities in which we serve by hiring locally. Our recruiting teams maintain strong inroads with local schools, law enforcement groups, military bases, as well as diversity advocacy and professional groups to create deep pipeline of talented, diverse individuals for ready utilization. This approach results in the creation of a diverse security force that better represents local demographics, allowing them to communicate with those more effectively in need of our services. In this way, we develop a security solution that is more diverse and uniquely positioned to make our clients and their employees feel prized and protected, not policed.

In addition to thoughtful recruiting practices, Inter-Con ensures strong minority representation by offering a compelling retention program. We provide ongoing educational and development opportunities, professional mentoring, and clear career paths to encourage our diverse employees to become long term members of the Inter-Con team. Additionally, we work with valued clients like the Bill & Melinda Gates Foundation to design Implicit Bias training for our security and corporate staff. This type of investment is unique in our industry and when combined with our other inclusivity efforts, creates a palpable working environment where a diversity in perspectives is valued and rewarded.



### ON-GOING RECRUITMENT

Inter-Con's recruiting process is ongoing and does not stop because all positions are filled. Working with the Account Manager and SVP of Talent Acquisition, our PUD Locally Dedicated Recruiters will post precise job descriptions to various job boards on a consistent basis. They will monitor our Resource Management and Salesforce dashboards (discussed later in our proposal) to identify turnover and hiring patterns.

Inter-Con Recruiters are required to maintain a pipeline of approximately 20% above base staffing levels, these candidates can quickly be hired and step in to fill an opening, when necessary. **This recruiting technique is currently used at the Port Authority Trans-Hudson (PATH) account in NY/NJ with great success.** For this contract, we staff more than 350 standard posts per week (400+ with specials or requests for temporary services) and our **metrics report a <.01% dark post rate.**

As mentioned above, as a part of our on-going recruitment efforts, our PUD Locally Dedicated Recruiters will also work closely with the Account Manager to identify any events or new posts that may strain the PUD's Officer capacity so that we can recruit the additional personnel needed to maintain a strong reserve.

### SELECTION PROCESS [EXHIBIT B, A, 6 - 13] - Confidential

Once candidates are recruited, they will be required to complete a 7-step process for final recruitment, evaluation, and selection. All qualifying experience will be clearly outlined in the employee's personnel folder and the PUD will be able to review the folders upon request and in accordance with state law. In addition, the PUD's Recruiter will present all required items such as proof of background check, and proof of CPR certification within the required timeframe prior to an Officer beginning his or her first day at one of the Department's locations. The seven-step process has been outlined below.



**Step 1: Application & Pre-Screening Interview** – Candidates who respond to recruitment efforts are directed to complete an online application and submit their resume. Each of these applicants are closely screened to determine whether they possess the qualifications to be able to work on the PUD's contract and specific position requirements. All applicants who meet the minimum requirements are scheduled for an initial interview.

**Step 2: Information Verification** – Applicants who successfully complete the pre-screening interview have their application passed on for a preliminary verification check.

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This check confirms the status of applicants' employment history, age, relevant licenses/permits, and education.

**Step 3: Personal Interview** – If it is determined that the applicant continues to meet the required standard, they are scheduled for an interview with a designated manager and be evaluated on the following:

- Knowledge of specific job and job-related topics
- Experience
- Communication ability; specifically, command of the English language
- Interest in the position and the Inter-Con organization
- Overall motivation to succeed
- Appearance and habits
- Poise, insight, and alertness
- Interpersonal skills
- Ability to interact with the public

**Step 4: Background Investigation & Drug and Alcohol Screening** – Inter-Con will use Verified First to conduct a background investigation for each employee applying to work on the PUD's contract. Inter-Con will also conduct drug and alcohol screenings in accordance with all local, state, and federal regulations. Per the requirements in the RFP, a minimum of 25 security officers will be randomly drug tested each year through the term of this contract in line with any state or local laws. Anyone who fails the random drug screen will be removed from the contract.

**Step 5: Reference Verification** – Inter-Con performs reference checks to confirm veracity of applicant's resume and relevant professional claims.

**Step 6: Complete Inter-Con & PUD Forms** – If an applicant meets all required standards and maintains a background consistent with the PUD's contract eligibility requirements, the individual will be scheduled for a meeting with an Inter-Con Recruiter who assists in the preparation of required new hire forms. Forms are reviewed for completeness and accuracy prior to inclusion in the hire package and final requests for approval. If approved, the applicant will be issued a "conditional" offer of employment.



**Step 7: Candidate Scheduled for Training** – All applicants who successfully complete the screening process will be scheduled for pre-assignment training. In accordance with the RFP requirements, should the PUD desire, Inter-Con will provide the ability to conduct interviews of Officers before they are assigned to the contract.

**Table 10: Security Personnel Requirement Checklist**

Minimum Requirements for Security Personnel	
<b>Baseline Requirements</b>	<ul style="list-style-type: none"> <li>• Be at least 18 years of age / 21 for armed positions</li> <li>• Be a U.S. citizen or legally authorized to work in the U.S.</li> <li>• Must possess a valid State of California Guard Card, and have completed the state approved PC 832 Course</li> <li>• Must have a valid California Driver's License</li> <li>• Must possess a minimum of three-years prior experience as a Security Officer <b>two of which must be protecting critical infrastructure</b> or similar, police officer, military police officer, or related experience or education.</li> </ul>

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	<ul style="list-style-type: none"> <li>○ US Military: 2 years or more in any branch, with an honorable discharge.</li> <li>○ Police Officer: 2 or more years with acceptable performance.</li> <li>○ 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.</li> <li>○ Completion of Criminal Justice Degree, Associate or higher, and one (1) year experience protecting critical infrastructure in sectors other than commercial facilities.</li> <li>○ Completion of Homeland Security Degree, and one (1) year experience protecting critical infrastructure in sectors other than commercial facilities.</li> <li>• Those individuals applying to be a part of the mobile patrol must have a valid Class “C” California driver’s license.</li> <li>• Those individual’s applying for higher category Officers, Lead Officers and Supervisory positions are subject to additional requirements and years of experience</li> <li>• The assigned Account Manager will be required to have five years of experience providing security leadership and management to accounts of similar size and scope.</li> <li>• Possess an understanding of legal authority, possess fundamental skills for respectful interaction with San Diego Police Department (SDPD) Officers, PUD personnel, and community members, and a basic knowledge of fire protection and alarm systems.</li> <li>• Current and valid CPR/First Aide/AED certification</li> <li>• Possess a minimum high-school diploma or equivalent</li> </ul>
<b>Additional Requirements</b>	
<b>Screenings</b>	<ul style="list-style-type: none"> <li>• Successfully pass pre-employment drug screening – Per the RFP specifications, A minimum of 25 guards assigned to this contract shall be randomly drug tested per year, every year, through the term of this contract and in compliance with state or local laws.</li> <li>• Successfully pass criminal and background checks including inquiry of all previous employers during past seven years, driving record history, local, California State, Federal criminal history, and military discharge records (if applicable)</li> </ul>
<b>Soft Skills</b>	<ul style="list-style-type: none"> <li>• Have the necessary public relations skills to interact with employees and customers in a courteous, businesslike manner</li> <li>• Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner</li> <li>• Be able to understand and maintain the confidentiality of information</li> </ul>
<b>Office Skills</b>	<ul style="list-style-type: none"> <li>• Possess basic log writing skills</li> <li>• Be capable of properly utilizing equipment such as radios, telephones, alarms systems, camera equipment as well as be able to use proper terminology and codes when using this equipment.</li> <li>• Utilize computer and associated equipment to monitor environmental and electronic security systems</li> <li>• Have basic knowledge of word processing, spreadsheet programs, data entry and operation of multiline telephone</li> </ul>
<b>Language Proficiency</b>	<ul style="list-style-type: none"> <li>• Must demonstrate the ability to read, understand, and apply rules, detailed orders, instructions, and training materials in the English language. Retain the ability to construct and write clear, concise, accurate, and detailed reports, as well as communicate effectively, clearly, and concisely in English</li> </ul>

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<b>Stress Management</b>	<ul style="list-style-type: none"> <li>• An ability to maintain poise and self-control under stress</li> </ul>
<b>Health &amp; Physical Fitness</b>	<ul style="list-style-type: none"> <li>• Be in good general health and capable of the following: <ul style="list-style-type: none"> <li>○ Stand for up to eight (8) hours at a single post.</li> <li>○ Walk long distances over uneven terrain, dirt or rocky paths, day and night, and in all weather conditions.</li> <li>○ Lift twenty-five (25) lbs.</li> </ul> </li> <li>• Possess long-distance vision with or without accommodations</li> <li>• Hear ordinary conversation with or without accommodations</li> <li>• Have no medical condition which limits the effective performance of their assigned duties. Temporary incapacitation due to illness, disease, or recent medical operation is permitted</li> <li>• No medical history or medical diagnosis of habitual alcoholism or drug addiction. If such a condition existed, the medical evidence of recovery and ability to perform duties is required prior to assignment</li> </ul>

Inter-Con's sourcing and selection processes, with our world-class training facilitated by our Training Academy, ensure that the highest degrees of service standards are continuously maintained for the PUD. Based on our first-hand experience in similar security programs, we understand that a primary focus must be placed on sourcing and selecting the right people for the PUD. These selection standards described above ensure that Security Officer candidates are physically fit, professional, and possess the characteristics necessary to be assigned to a critical infrastructure environment. Inter-Con's focus on people starts at the very top, is passed down to our always-accessible Senior Management, through our expert Supervisors, all the way to the Security Officers on the job.

## PHASE 2: PROJECT EXECUTION

### STEP 1 – STAFFING PLAN *[Exhibit A, Section C, C, 1]*

#### EMBEDDED RESOURCES - *Confidential*

Inter-Con's Embedded Management Model was specifically designed for clients like PUD - large accounts with a significant number of dispersed locations – who require a very well thought out staffing plan at both the Officer and the administrative level. **Our Embedded Management Model provides account management and resources that would be 100% dedicated to the PUD program and serve only on the PUD program.** This is in stark contrast to the Branch model favored by our competitors where resources are shared with multiple clients increasing the chances for an unqualified, untrained employee to be assigned to one of your posts.

After reviewing your RFP as well as attending the site visit on August 2nd, Inter-Con believes that **the PUD program will benefit significantly from a Dedicated Scheduler and a Dedicated Trainer, which we would provide at no additional cost.** We have included a summary of their responsibility below:

- **Scheduler** - As we select and hire qualified candidates for assignment, we begin to develop our staffing plan. Staffing plans are managed by Dedicated Scheduler, thus freeing up the time of the Account Manager and providing him with more time to interact with and manage the Security Officers on post. The Dedicated Scheduler will utilize our proprietary Resource Management System (RMS), which utilizes comprehensive datasets and facilitates real-time program management ensuring 100% coverage across all posts. The Scheduler will also develop schedules three-weeks in advance which is necessary for the prevention of dark posts.

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- **Trainer** - Inter-Con's Dedicated Trainer would be responsible for designing, administering, and managing a training program that is custom tailored to PUD's unique needs. The Trainer would own all administration and data analytics responsibilities for our online Learning Management System and ensure compliance with all training requirements. Only with this dedicated position would the PUD realize a significant benefit from a Security Force that is continuously trained, proactively counseled, and positively engaged. Security Programs that have dedicated training resources enjoy higher compliance levels to training KPIs, overall employee satisfaction levels, and consistent adherence to all contract and recordkeeping requirements.

#### STAFFING - Confidential

Inter-Con's staffing plan for the PUD's Department of Public Works is based on the specifications outlined in the RFP and has been carefully designed such that we can ensure the proper number of qualified and trained personnel to staff all posts without having an excess that incur training, uniform, and personal equipment costs. Our models for the PUD will balance operational efficiencies and provide a stable workforce of knowledgeable, skilled, and local security professionals.

As a general principle, Inter-Con maintains a security force comprised of 80% full-time and 20% part-time employees. Our experience with contracts in similar, highly regulated, and complex environments has validated this ratio as ideal for maintaining coverage through vacation and emergency leaves, training, military obligations, and illness. Our staffing plan for the PUD has been summarized in **Table 11** below.

**Table 11:** PUD of San Diego, Public Works Department Staffing Plan **CONFIDENTIAL**

Position	Planned HPW	Full-Time	Part-Time	Total Personnel	Normal Surge (HPW)	Emergency Surge (HPW)
Account Manager	40	1	0	1	0	20
Dedicated Trainer	40	1	0	1	0	20
Dedicated Scheduler	40	1	0	1	0	20
Security Guard	4,007	89	22	111	432	2,652
Lead Security Guard	128	3	1	4	31	111
Supervising Security Guard	40	1	0	1	0	20
SOC Alarm Guard	168	4	1	5	32	132
Mobile Patrol	336	7	3	10	64	264
Armed Guard	11	0	1	1	28	48

#### ESTABLISHING AND MAINTAINING WORK SCHEDULES **CONFIDENTIAL**

Inter-Con's proprietary **Resource Management System (RMS)** gives the Account Manager and Dedicated Scheduler real-time management of all post assignments, ensuring 100% coverage. Our RMS uses advanced asset tracking models and comprehensive datasets to accurately forecast seasonal deployments and emergency response demands. **Additionally, by exploiting artificial intelligence (AI), we can understand travel time and other external influencers to optimize the match of the right Officer to the right location.** This approach ensures contract compliance while simultaneously delivering highly trained, properly uniformed, and equipped Officers at the lowest cost. Inter-Con's Data Analytics Team will also augment our data tracking, gathering, and usage analysis capabilities to better streamline processes and further reduce costs.

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Inter-Con's **proprietary scheduling application, Shyfttr**, allows out **Security Officers to sign up for open shifts as well as allows the PUD Dedicated Scheduler to utilize an AI-driven scheduling system to enhance our ability to thoughtfully design and maintain schedules, in real-time, around the stated preferences of our PUD employees.** In addition to limiting turnover by ensuring personnel are working schedules that align with their personal interests, this tool will also augment our ability to quickly cover posts in response to scheduled or

unexpected absences. All personnel home locations, qualifications, and reported willingness to serve specific shifts automatically generate short lists of employees to utilize on such occasions.

As Security Officers are assigned to posts, our systems track the assigned hours of coverage and times, as well as all payroll and invoicing items. Our state-of-the-art Global Security Operations Center (GSOC) provides oversight over this process 24/7, transmitting notifications in real-time, either by email or phone. The GSOC maintains constant communication between Inter-Con's Managers, Supervisors, and Security Officers. In addition, our PUD-aligned Post Orders will provide a comprehensive notification plan that lists primary and secondary telephone numbers, email contacts, and social media contact links, if necessary. Inter-Con will provide the PUD with daily and monthly reports of personnel who have worked on the project, including hours and shifts manned.

## FLEXIBLE SCHEDULING AND TEMPORARY ADDITIONAL/EXTRA SERVICE (TAS) *Confidential*

*[Exhibit B, A, 21 & 22]*

In reading your SOW, Inter-Con acknowledges your need for a security services provider who can quickly adapt. In our 50-year history, there has never been an occasion when Inter-Con was unable to mobilize additional staff when requested by a client. Through the coordination

and efficient staffing of Inter-Con's permanent full-time and part-time Officers, all long-term and short-term requests for security services will be staffed exclusively with Inter-Con employees specifically trained in PUD's requirements and needs.

**Depending on the volume of Officers needed, Inter-Con can provide additional personnel within 24 hours.** Inter-Con's staffing model outlined above in **Table 11** was specifically developed for the PUD's Public Utility security program and based off the SOW, site walk, and Q&A, and will provide for an overtime and flex surge capacity as outlined above. These are the same PUD Officers that are fully trained, vetted, and assigned to work for the PUD on a day-to-day basis.

Our reputation for successfully supplying staff to meet client needs starts with our commitment to establishing an appreciation for their operations and ensuring the right Officer is at the right place at the right time. Our ongoing efforts to accurately forecast seasonal deployments and to create emergency response models have helped maintain a comprehensive staffing plan that achieves extremely high compliance levels with contract staffing requirements. Finally, our growing investment in and utilization of technology and data analytics will pay significant dividends to both PUD and Inter-Con in improved security and greater cost savings.

## STEP 2 – TRAINING *[EXHIBIT B, A, 19] - Confidential*

**To ensure continuity and completion of training, Inter-Con will provide PUD with a Dedicated Trainer at no additional cost.** This trainer will work with the personnel at PUD and PUD only. Using both in-person and online training Inter-Con's curriculum developed for the PUD would provide ample opportunity for our Officers to improve their skills and capabilities before and during their service. The training provided by Inter-Con will be customized specific to each location and each post. This includes pre-assignment, on-the-job, and refresher training ensuring our employees are comfortable and capable in their operating environment.

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In addition, Inter-Con's world-class Training Academy will be leveraged to support our training efforts. Our Training Academy utilizes a student-centric training method and real-life exercises that are fully tailored to the specific requirements of this contract, ensuring all personnel assigned to this contract are well-informed and invested in their jobs and responsibilities.

#### DEDICATED TRAINING OFFICE - *Confidential*

While Inter-Con has an Office in San Diego, we are proposing to open an additional office in the area that will be dedicated to supporting the City's PUD training requirements.

#### TRAINING METHODOLOGY - *Confidential*

The content created by Inter-Con will be designed to teach and reinforce PUD-specific issues; we will invite PUD to collaborate with our training team on this effort and invite you to review and refine the course modules, if desired. Fundamentally, Inter-Con's approach to training embraces the following:

<b>Train Specific Tasks</b>	Our instruction is focused on training and testing skill proficiency through repeated, practical drilling – not just delivering content through a classroom setting. Our students must perform at high levels to become Officers who will staff the posts at PUD.
<b>Train to an Established Standard</b>	We recognize how enforcing high standards assists management personnel in identifying and correcting training deficiencies. This deeper scrutiny provides PUD with a more accurate assessment of the capabilities and increased quality of our Officers. Therefore, we developed an objectively measurable performance standard to ensure each lesson is properly understood. In doing so, each Officer will have an exact understanding of what must be achieved by the end of each training period.
<b>Train Realism</b>	Our rigorous training program integrates realistic conditions in our courses by requiring our Officers to perform tasks under varying, sometimes hostile conditions. This training method allows us to instruct our Officers both as individuals and as team members in conditions modeled after PUD's environment. This repeated, realistic drilling ensures that our lessons are reinforced with our Officer's resultant success in the field.
<b>Dedicated Trainers</b>	We maintain a full-time staff of 30 highly-qualified trainers in the United States—120 worldwide—to support our contracts. PUD will receive full support from our Peacemaker National Training Center in West Virginia. The training team will support the Account Manager in developing, executing, and tracking the performance of all Inter-Con training modules
<b>Oversight</b>	PUD's instructional staff will be carefully monitored by our Account Management Team to make sure the training provided is client-focused and effective, yielding positive results.
<b>Training Updates</b>	Inter-Con will assess and implement updates to our training curriculum on both a regular and an as-needed basis. Per our standard protocol, all curricula will be reviewed and updated on an annual basis as part of a formal audit process conducted by our Training and Account Management Teams. We ensure our ability to quickly administer key updates in response to new industry, federal, state, and local regulations as well as the needs of our client. If PUD's security needs evolve, we will be able to immediately deliver.
<b>Train Customer Service</b>	Inter-Con security personnel receive dedicated training on customer service-related areas such as professional behavior, cultural and diversity awareness, sensitivity training, and public relations. Access control is a fundamental function of the Officer and Inter-Con prides itself in its ability to consistently deliver premium customer service at some of the most highly protected facilities around the world.

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## TRAINING CURRICULUM - *Confidential*

Inter-Con ensures that all Security Officers are not just qualified and properly trained, but also fully prepared for the daily activities that accompany each post assignment. Consistent with the current training hours provided as mentioned in the solicitation document, Inter-Con Security Officers will receive 64 hours of training to ensure proficiency in post duties. Officers who are assigned to the SOC will be required to complete an additional 8 hours of training for a total of 72. **Inter-Con's Account Manager as well as our Dedicated PUD Trainer will consult with Subject Matter Experts at our Training Academy to develop training modules specific to PUD and will continue to update them with lessons learned on the job.**

**Table 12:** Example Training Plan *Confidential*

<i>INITIAL TRAINING MODULES</i>	<i>HOURS</i>
<b>On The Job training</b>	16
<b>SOC Training</b>	8
<b>Anti-Terrorism &amp; Report Writing</b>	2
<b>Water &amp; Wastewater Treatment Plants &amp; Their Associated Facilities</b>	2
<b>CPR / First Aid / AED</b>	4
<b>PC 832</b>	40
<b>Supervisor Training</b>	8

### *ON THE SPOT & NEWSLETTER COMMUNICATION*

We offer many clients mini-training courses that our managers and site supervisors carry with them to complete on the spot training when performing post inspections. In addition, we also offer Risk Safety newsletters which contain informative information intended for on-going training and learning opportunities for our employees.

### *INTER-CON'S LEARNING MANAGEMENT SYSTEM*

Inter-Con's Training and Quality Assurance Teams will maintain a record of Officers' compliance with all training

requirements. All training performance and certification/license data will be archived and easily accessible on our Learning Management System (LMS) allowing the Dedicated Trainer to facilitate timely reviews of all employee training data. This will ensure there is no lapse in training or certification compliance. Additionally, the LMS will generate automatic notifications should any employee either fail or be at risk of failing to meet any training requirements (i.e., minimum testing scores, achieving specific milestones by scheduled deadlines, class attendance, or allowing certifications/licenses to lapse).

Training records and proof of training can be provided by the Dedicated Trainer to the PUD upon request and all strategic training and certification KPIs can be accessed in real time by approved PUD stakeholders via Inter-Con's online KPI Dashboards.

## *ANNUAL TRAINING*

Inter-Con ensures that all our Officers stay up to date with necessary knowledge, requirements, ideas, programs, devices, and certifications associated with working the security detail at PUD. The training will cover industry updates as well as the subjects covered in New Hire Training. Every *PUD* Officer will be required to complete this course to continue the contract.

**Table 13:** Annual Training

<i>ANNUAL TRAINING</i>	<i>HOURS</i>
<b>Anti-Terrorism &amp; Report Writing</b>	2
<b>CPR / First Aid / AED</b> (every other year)	4
<b>Refresher Training</b>	4

## TRAINING COMPLIANCE AND CERTIFICATION RENEWAL **CONFIDENTIAL**

Using our Salesforce platform, Inter-Con can track the certification status and expiration dates of all personnel in real-time. We can establish expiration dates as well as notification dates so that **the system will automatically notify the Dedicated Trainer when each certification needs to be renewed weeks before it is set to expire**. This will ensure that there is no lapse in certification of any of our Security Personnel. Inter-Con can include this information on our Client Portal Dashboard as illustrated in the image on the below.



### QUALIFICATIONS OF TRAINERS - Confidential

Inter-Con invests heavily in its training capabilities and will deliver a training program that is tailored to the PUD Security Program's needs and requirements immediately upon contract award. Inter-Con's world-class Training Academy will support PUD with classroom, onsite, and online training modules, and consultations. They will provide a student-centric curriculum and live exercises that are designed for the specific requirements of this contract and are informed by Inter-Con's decades of experience providing security.

Inter-Con provides instructors who are certified and licensed in multiple curriculums to include CPR/First Aid/AED and state mandated courses. All instructors will have proof of certification to instruct each subject or by documentation proving sufficient experience in the subject.

### MEASURING TRAINING PROGRAM AND STUDENT SUCCESS -

At Inter-Con, we continuously monitor and assess more than just our students – we evaluate our Training Staff as well. the PUD will be actively involved in examining both course materials and instructors. While our Training Staff frequently evaluate our students, our AM assesses our staff. If any flaws or shortcomings are found in our Training Staff, our AM will immediately determine and implement the best corrective action.

We measure the success of our Training Program against test scores, retention levels, and performance in the field. For example, our post-incident reports confirm whether an Officer applied their training correctly during or in anticipation of an event. These answers will enable us to identify any issues in performance and flag them to be addressed in future training. As a result, we assess both the individual and our program, and evaluate our courses' effectiveness training our Officers to proactively prevent incidents or at least limit their impact. All outcomes will be reviewed during our **Quarterly Business Reviews**.

### UNIFORMS, MATERIAL & EQUIPMENT [EXHIBIT B, A; 14]

As part of our implementation and retention plan, Inter-Con ensures that each Security Officer is set up for success at the client location to which they were assigned. This includes providing each Security Officer with a sufficient number of uniform components as well as tools of the trade. **Table 14** to the right, described below, as well as outlined in our price narrative highlights uniforms and equipment to be provided to each officer.

#### UNIFORMS

Inter-Con can offer the PUD's Public Utilities Department a variety of uniform options, including but not limited to a hard look, soft look, and tactical look. Based on the Scope of Work described in Exhibit B, and the site walk, we are recommending the "hard uniform" option. We recognize that the PUD may require a different style option for Officers assigned to the Customer Service Center, Lab Facilities, Operations Centers, Plants and Facilities and intend to work with the PUD to fulfill each

**Table 14:** Uniforms

Uniform Components	
<b>Trousers</b>	2
<b>Shirts</b>	3
<b>Bomber Jacket</b>	1
<b>Garrison Belt</b>	1
<b>Boots</b>	1
<b>Baseball Cap</b>	1
<b>Badge</b>	1
<b>Raingear</b>	1

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requirement. Regardless of the style uniform chosen, all uniforms provided by Inter-Con will clearly identify the Security Officers as well as be neat and clean in appearance. Examples of Inter-Con’s proposed uniforms can be found in the images below.

**Table 15:** Sample available uniforms

Uniform Look	Description
<b>Hard Uniform</b>	Black pants, blue shirt with Inter-Con patch (long or short sleeve), black shoes, black belt.
<b>Soft Uniform</b>	Black slacks, black blazer, white long-sleeved collared shirt, black shoes, black socks, black belt.
<b>Tactical Uniform</b>	Polo shirt, long sleeve shirt, tactical trousers, three-season jacket, duty belt, tactical boots.

**Figure 5:** Inter-Con’s Standard Uniform Styles



### Uniform Inspection Program

Inter-Con attaches great importance to the physical appearance of its security personnel and recognizes that a well-groomed Security Force is fundamental to the PUD’s security program and contributes to building pride and respect. Physical appearance and personal grooming are important categories in screening new applicants for the PUD’s Public Utilities Department security program and these characteristics are stressed during training. Inter-Con’s Managers and Supervisors also strictly enforce the standards of appearance through frequent post inspections (both in-person and virtual).

Inter-Con’s policies on appearance and grooming standards will be submitted to the PUD during the transition for review and approval. Only the uniforms, insignia, and equipment agreed upon between the PUD and Inter-Con will be permitted to be worn or used. No items will be altered or modified for wear or use in any way unless authorized by the PUD.

With Inter-Con’s high uniform standards, our Officers are highly recognizable, even from a distance, thanks to their impeccable bearing and professional appearance in uniform. Each Officer is assigned high quality uniforms, weather gear, and equipment. Frequent quality inspections, combined with a diverse supply chain and immense local resources, ensures full and timely logistical back-up for our Officers. Officers whose uniforms require repair or replacement will turn in the items to the Account Manager for maintenance or replacement.



## MATERIAL & EQUIPMENT

### Equipment

In addition to uniforms, Officers will be provided with a heavy duty, police type, water resistant, rechargeable, multi-cell flashlight. Each post will also receive communication equipment such as a cell phone and or radio. **For additional information**

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regarding all equipment that Inter-Con intends provide to support this project, please refer to our price narrative. To ensure full accountability of all equipment, supplies, and property, Inter-Con uses a continuous receipt system to mark, inventory, monitor, and distribute every piece of equipment and other supplies as necessary. To assist our account management and supervisory teams with the proper control, maintenance, and reporting of inventory, Inter-Con's Procurement and Logistics Manager, Mr. Luis Duran, will serve as the Property Accountability Officer for this contract. He will assist in the drafting and submission of all required inventory reports and provide guidance on the proper storage and upkeep of property.

### Government Emergency Telecommunications Service (GETS)

Additionally, Inter-Con is an approved user of the Government Emergency Telecommunications Service (GETS), a White House-directed emergency telephone service provided and managed by the Cybersecurity and Infrastructure Security Agency (CISA). **As a user of GETS, Inter-Con has priority access to phone call processing on both landline and cellular telephone networks during times of emergency.** In the event that standard calling methods fail, using GETS will ensure that any call made by Inter-Con or one of our designated representatives is able to be completed allowing us to pass along vital information and to communicate with PUD stakeholders. Inter-Con provides this additional layer of security and communication at no additional cost to PUD.

### Golf Carts

Inter-Con will provide the PUD with a Golf Cart which would be used at the Chollas Operations Yard Post. The Golf Cart selected will be one that would in sound mechanical condition, as well as capable of driving on graded and improved dirt roads. Like Officer uniforms, the golf cart will be clearly identified as security ad well as properly cleaned and maintained.

### Patrol Vehicle

Inter-Con will provide two vehicles which will be used by the Mobile Patrol Unit. The vehicle will clearly be identified as a security vehicle, with Inter-Con's name clearly displayed. The vehicle will be in sound mechanical condition and cable of driving on graded and improved dirt roads. We have provided the requested information vehicle information with our proposal in the appendix.

### Patrol Vehicle Maintenance

For maintaining the vehicle's interior and exterior conditions, Inter-Con typically utilizes standalone car washes or car washes at gas stations. We authorize the use of car washes at gas stations on the fuel cards we issue out to each vehicle. If there is not a gas station with an available car wash nearby, we will enroll the vehicle at the nearest standalone car wash.

For vehicle maintenance and repairs, we enroll our vehicles in Enterprise Fleet's full maintenance plan that covers all major and minor mechanical repairs, all standard preventative maintenance, and all roadside assistance needs (towing, fuel shortage, key lock outs, etc.). Any time a vehicle is out of service for maintenance/repairs for an extended period, we secure a rental through our corporate account with Enterprise Rent-A-Car. An Enterprise Fleet maintenance card is issued to each vehicle and used as the method of payment for these services. The driver is never responsible for payment themselves. Enterprise Fleet has a nationwide network of shops, including numerous shops in the location area, within proximity to the PUD locations.

### Technology *Confidential*

Inter-Con is proud to serve as the front-runner of the pro-technology movement sweeping the security industry. In 2019, we created **IC Labs**, a standalone subsidiary that is wholly owned by Inter-Con and charged with developing new technologies to enhance and broaden our services. **IC Labs** is operated by industry leaders recruited from companies like Samsung, Bank of America, and Apple, and its cutting-edge projects involve collaborations with some of the world's most revered technology companies, including Salesforce, Microsoft, and AWS. Depending on the scale, these solutions have saved our clients upwards of tens of thousands to millions of dollars annually.

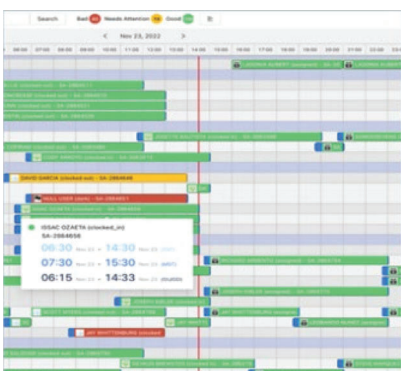
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These technologies which are linked under one umbrella, will better control PUD's spend on security, ease contract administration, enhance employee engagement, and increase the effectiveness of the overall security program. **They can be deployed across your entire program at no additional cost.**

### IC Mobile Application *[Exhibit A, Section C, D 2-4] - Confidential*

Accessible from any mobile device, Inter-Con's proprietary Mobile Application seamlessly facilitates critical security and operational functions, including:

- Multi Factor Authentication - Requiring a personal code, biometrics, and geolocation data, our time & attendance system ensures that the **correct Officer is at the correct post at the correct time.**
- Flexible Scheduling - By tracking their qualifications, home, and post location, as well as stated scheduling preferences, we can better understand travel time and other external influencers to optimize the **match of the right Officer to the right post location.**
- Virtual Post Inspections & Wellness Checks - Management and supervisory personnel make impromptu as well as scheduled video calls to security professionals in the field to 1) **confirm their health and safety** and 2) to ensure compliance with Post Orders.
- Digital Reporting - Prompts Officers to provide critical information, allows photo capture, is **Geo-Fence compatible**, syncs to custom dashboards, permits electronic sign-off by remote Supervisors, and is digitally stored along with all supporting files in our Client Portal. Reports can be accessed by management and approved PUD stakeholders with designated privileges.
- Guard Tour System - Inter-Con's Guard Tour System provides real-time monitoring and data extraction of completed tours based on site surveys and analysis, as well as operates securely within each PUD site. Depending on PUD's preference, Inter-Con **can leverage any combination of GPS, Beacons, RFID, NFC, and QR codes to record an Officer's location against patrol checkpoints** and to facilitate other work-related activities like shift tracking, task lists, and issuing reports. Our reports feature **live maps demarcating Security Officer post locations**, shifts completed, patrol summaries, exceptions, tasks completed, and issues submitted/resolved.



### Timekeeping & Attendance System - *Confidential*

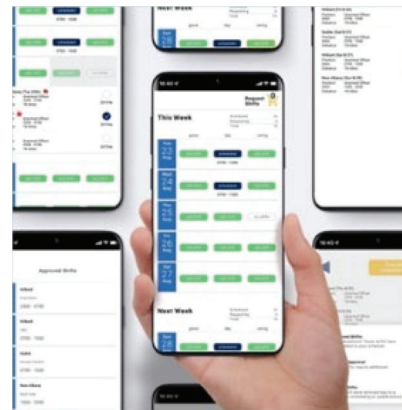
Inter-Con believes that the best approach for the PUD is to implement a system that incorporates attendance with timekeeping, scheduling, payroll, and invoicing in real-time. In doing so, PUD will receive the benefit of harmonized systems that ensure proper reporting and billing, while minimizing the oversight burden on the PUD, especially for auditing and oversight functions required for this contract.

Our proprietary solution is flexible and scalable. **Its built-in AI proactively identifies scheduling gaps, triggering automated notifications and job requisitions to ensure timely backfilling.** While the on-demand visualization of all posts and Officers provides management with program-wide staffing status levels in seconds.

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### Shyfr - *Confidential*

As mentioned above, Inter-Con's **proprietary Shyfr Application utilizes an AI-driven scheduling system to enhance our ability to thoughtfully design and maintain schedules, in real-time**, around the stated preferences of the PUD's employees. In addition to limiting turnover by ensuring personnel are working schedules that align with their personal interests, this tool **augments our ability to quickly cover posts in response to scheduled or unexpected absences** (as well as coverage for personnel who are taking mandatory rest and meal breaks). Personnel home locations, qualifications, and reported willingness to serve specific shifts **automatically generate short lists of employees who are cleared to work specific posts**. Shyfr communicates all data with our Time & Attendance System, ensuring our Management Team and client stakeholders receive real-time information, creating optimal management efficiency and cost savings for our clients.



### Client Portal - *Confidential*

Secured housed on the AWS cloud and powered by Salesforce's world-class enterprise technology, our Client Portal will provide The PUD Account Manager and stakeholders the ability to visualize key aspects of our security program through a centralized dashboard. By aggregating performance data and analytics collected from our Officers' mobile devices, GPS trackers, employee satisfaction surveys, training records, and other digital reports, Inter-Con scales high-quality security services by facilitating informed decision-making in real-time.

**Our dashboards are not a one-size fits all model. Every dashboard is custom tailored to meet individual clients' unique requirements and preferences.** Inter-Con's Client Portal uses the highest security protocols and benefit from 24/7 technical support from our IC Labs team of technical experts to ensure optimal continuity in Portal operations.

### Invoicing Platform - *Confidential*

Inter-Con has invested heavily in our IT platforms to ensure **our timekeeping, billing, and accounting procedures are secure, complete, accurate, and customized to the needs of our client's programs**. We realize that the invoicing process is often a major source of friction with our clients and their vendors, so we have spent considerable time enhancing our invoicing system to deliver a more streamlined experience. Invoices are typically sent via Electronic Funds Transfer and include the following information: location serviced, name of Officer, rate charged, type of pay (regular, holiday, overtime, etc.), date of service, and hours worked.

Inter-Con's invoicing templates are 100% customizable to ensure full alignment with client invoicing requirements. Inter-Con's invoices are also timely and accurate, enjoying **over 99% accuracy rates**, and can be generated on-demand, ensuring that our **clients are only charged for the work that was actually delivered**.

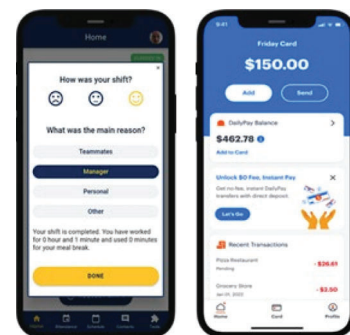
### Enhanced Employee Engagement - *Confidential*

Inter-Con's suite of employee engagement tools continues to drive dramatic reductions in employee turnover and play a major role in our industry-leading turnover rates (sub 75% compared to the industry average of 300%+). This lower level of turnover results in significant savings to our clients through dramatic reduction in costs associated with onboarding, training, and equipping new personnel.

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### Employee Satisfaction Surveys – *Confidential*

Administered by our industry-unique People & Culture Team, our **virtual wellness checks and employee satisfaction surveys generate an unrivaled level of positive employee engagement**. At the end of each shift, employees are prompted to complete a short survey regarding their satisfaction with their shift and Supervisor. **Employees who respond with a lower ranking will receive a check-in call from a member of our People & Culture Team to see why their shift did not go well**. This short survey empowers employees at each site and provides them with a voice as well as enhances morale. Inter-Con's Account Management and HR Teams review this data, watch for trends, and recommend corrective action to stem turnover or quality control issues before they proliferate.



### Daily Pay – *Confidential*

**Daily access to wages promotes greater financial flexibility and resilience for our employees**. Officers can easily request payment for time served on any day, rather than waiting for a traditional, bi-weekly paycheck, ensuring that they will never have to leave their job or miss a post because they lacked the funds to address life events in a timely manner.



### Learning Management System – *Confidential*

Helping Inter-Con earn a SAFETY Act designation from the U.S. Department of Homeland Security, our online Learning Management System (LMS) scales our comprehensive training programs, so that all Inter-Con personnel get direct access to their training modules through their mobile devices, allowing them to review content at times and places of their convenience. The LMS facilitates secure testing and exams as well as stores students' training results, certifications, and reference material. Additionally, Inter-Con's LMS drives greater compliance with contract Service

Level Agreements by ensuring that our training recordkeeping is accurate and that our Scheduling Team provides an appropriate match between posts and Officers, ensuring only properly credentialed Officers are ever scheduled.

## PHASE 3: PROJECT MAINTENANCE - *Confidential*

### STEP 1 - TOTAL QUALITY MANAGEMENT [Exhibit B, A, 15]

Inter-Con assumes full responsibility for the quality of services that are delivered to our clients. Our Total Quality Management (TQM) approach starts with building a Quality Control Plan (QAP) which addresses many key points through training, administrative, and management controls; regular internal audits; daily communication with the PUD; active supervision; unannounced inspections by experienced Managers and Supervisors; and reviews of all relevant skill proficiencies, such as access control, alarm monitoring, issue escalation, and customer service.

The technology utilized by Inter-Con, described above, systematically collects the metric-based data which is absolutely necessary to consistently ensure the effectiveness and efficiency of the PUD security operation. The data collected measure indicators such as attendance, promptness, appearance, record keeping, and more. In fact, Inter-Con's Data Analytics Team continually analyze this data which drives enhanced performance, contract compliance as well as identifies opportunities for program enhancement. This team will work alongside PUD and our AM to define and build reports around mutually agreed upon metrics and share them on a routine basis.

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## ELEMENTS OF THE QUALITY CONTROL PLAN *CONFIDENTIAL*

**Figure 6:** Continuous Improvement Cycle



Inter-Con's QCP incorporates six distinct components that make up a continuous cycle of improvement through self-audit, illustrated in **Figure 6**.

### 1. Training & Education

Quality Control begins by ensuring that all Security Officers are fully trained in the duties and responsibilities of each post to which they are assigned. Inter-Con knows that proficiency in security is based largely on a combination of experience and a thorough training program designed to improve Security Officers' skills and knowledge. As such, we believe that intensive training at the individual and collective level forms the foundation of any successful security program.

### 2. Inspection

Inter-Con's inspections are used to observe the performance of security personnel in real-time as well as to engage in dialog to evaluate the level of compliance with established quality metrics. Any noted defects are addressed and corrected as quickly as possible. Inspections can be either announced or unannounced, in-person or virtual, and will occur at all posts, including supervisory. Findings can be reported to the PUD along with proposed immediate or timely corrective action as necessary.

On a regular basis, post inspections will be used to inspect:

- Responsibilities of all Security Officers
- Uniform and grooming appearance of all Security Officers
- Maintenance of equipment and uniforms
- Attendance (sign-in and sign-out checks)
- Knowledge of applicable post orders
- Knowledge of and adherence to reporting requirements
- Knowledge of and adherence to the PUD equipment operating procedures
- Possession of appropriate certifications, licenses, permits, and identification cards
- Other elements relative to contract performance

### 3. Testing & Drills

As part of our QCP and quality control efforts, Inter-Con places special emphasis on unannounced emergency reaction drills that mimic real-world conditions. **These drills assess the understanding of duties, improve response effectiveness, and train personnel for possible contingencies.** All emergency operational drills will be coordinated in advance with the PUD and local site management to avoid disruption or unnecessary confusion. Inter-Con regularly practices such drills and will provide detailed analyses to the PUD leadership, if desired. We recommend that drills conducted cover any specific situation that might occur at one of the PUD locations. The results from these drills will determine if Inter-Con needs to conduct additional training or enact changes in policies and procedures are necessary.

*Munich Airport, LC, a new client for Inter-Con, performed 200 penetration/performance audits in our first 8 days of service. Inter-Con passed 100% of the audits, whereas the previous provider passed less than 50% during their years of service.*

#### 4. Evaluation *[Exhibit B, A, 16]*

Evaluation and review processes are the cornerstones of an effective QCP. Evaluations of Security Personnel are conducted through roll call, field and equipment inspections, and performance evaluations in the form of drills and tests. Any Officer whose continued employment on the job is contrary to the best interest of the PUD. Security guards will be immediately removed for sleeping or post abandonment. Reviews of QCP findings and contract policies and procedures confirm results as well as verify policy and procedure effectiveness.

#### 5. Reporting *[Exhibit B, A, 18]*

Inter-Con's AM will complete and submit a weekly activity report based on the PUD's needs. This report will be submitted to the PUD as well as Inter-Con operational executives. At a minimum, these weekly reports will include:

- 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.
- Names of all individuals contacted, including PUD or City employees and non-City employees during incidents.
- Detailed descriptions of suspicious activities including times, locations, and pertinent details.
- Any contact made with police, either directly by a Security Guard, the SOC, or through Contractor's offices.
- Any problems with PUD-provided equipment.
- Electronic or paper Guard Tour Management System Reports.
- Contractor shall advise the PUD Contract Representative of any recommended changes or updates required of standing post orders.
- Weekly list of all security surveillance and access control devices which are not functioning and a brief description of the problem.

The measurement, tracking, and reporting of Key Performance Indicators (KPIs) are critical to Inter-Con's QCP and improvement efforts. These efforts will serve as a source of recommendations and ideas for improvements in operations and as impetus for further training, testing, and review. Our quality control efforts are designed to mirror the operational and administrative requirements of the PUD contract, so that any negative trends or deficiencies will be addressed and corrected in a timely manner. In addition, key findings and after-action reports are created by the PUD AM, who can also provide feedback and direction based on these findings.

In addition to submitting weekly reports and utilizing our KPI dashboards in the Client Portal described on Page 29, Inter-Con will complete monthly, quarterly, and annual status reports for the PUD that detail our operational activities and KPI metrics. Our QCP is highly effective at quality monitoring and program improvement because data is captured and analyzed at the site and post levels through the digitization of reports for review and areas of discrepancy are addressed through our well-developed response plan. All reports generated in association with this data are reported up through the appropriate QCP chain of command.

#### 6. Corrective Action

Inter-Con's QCP is enhanced through emphasis on taking corrective action and revising training and security procedures if deficiencies are discovered. All reports submitted regarding inspections, drills, and tests will indicate corrective action recommendations. Corrective Action Follow-up Reports, developed by Supervisors, Lead or Account Manager, confirm that the corrective action was successfully implemented.

Inter-Con's Account Management Team will monitor all corrective actions taken. Just as it is vital to staff a security force with trained professionals, it is also critical to provide Security Officers with clear direction in their specific duties, establish productive

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lines of communication, and monitor performance. All corrective actions would typically be recorded and included in our monthly, quarterly, and annual progress reports to the PUD.

## QUARTERLY BUSINESS REVIEWS *CONFIDENTIAL*

Inter-Con's Account Leadership Team proposes meet with the PUD team once a quarter for a formal Quarterly Business Review (QBR). These reviews would be in addition to informal weekly or monthly meetings and are intended to review contract-specific matters, KPIs achieved and not achieved, corrective action necessary, and the path forward for the upcoming quarter. **The purpose of these meetings is assuring PUD of their investment in Inter-Con as well as to ensure we continuously provide quality service compliant with the contract specifications.** We also track other key data points and trends and summarize these findings for client review on topics such as operations, finance, and administration. Included in our QBRs for the PUD will be Inter-Con's Balanced Scorecard, which we will specifically tailor with the PUD's input and feedback.

- **Staffing Plan:** The status of the program, including a current roster of all personnel working on the contract. We list all additions, deletions, and changes to positions, hours, and days of work that occurred during the previous reporting period. The plan will reflect all positions identified by the contract and those supplied in direct support of the program, an analysis of the annual turnover rate of personnel assigned to the program, and a summary of recruiting efforts for the quarter.
- **Training Statistics:** List of key training statistics, including the number and types of trainings and the Security Officers that participated in the trainings. Includes courses attended but not provided by Inter-Con instructional staff and the number of personnel that participated.
- **Operations Statistics:** Written descriptions of Incident and Daily Activity Reports (DAR) written year-to-date and organized by major category. A chart depicting major category events cumulative by month, quarter, and year-to-date would be provided. All special service requests for the given reporting period are summarized. Any Incident or Daily Activity Report that demonstrates an Officer's proficiency or deficiency in a specific skill or ability, particularly one covered in Inter-Con training or drills, will be highlighted and reviewed to assess the effectiveness of our training efforts.
- **Account Management:** While Inter-Con's performance on the task order and its compliance with established KPIs serves as an important signal of Account Management success, we also want to take the opportunity to assess and comment on our Account Management Team's ability to proactively address potential issues before they arise to align Inter-Con's day-to-day support efforts with the PUD's strategic priorities.
- **Current and Projected Future Needs:** A summary of current program needs, and a projection of future program needs as it pertains to client support activities.
- **Quality Control Program Brief:** A report depicting actions undertaken during the previous quarter to assure required proficiency and compliance with contract requirements, General and Post Orders, and other directives required.
- **Drills:** A matrix report reflecting the number of operational drills, type, date, and a comparison of expected response times with real response times. Corrective actions, either recommended or already completed, will be identified.
- **Equipment Inventory:** A list of the number of radios, batteries, chargers, cell phones, and any other operational equipment provided to Security Officers.
- **Property Inventory:** Identification of fixed posts and office equipment issued by the client or bearing a client property tag, including a description and location of the item.
- **Key Inventory:** Identifies all keys issued to and controlled by Inter-Con personnel, including identifiers, make, and ID numbers of each key, and the location or areas the keys operate and are kept. The key inventory is also separated by Post and Site.

## STEP 2 - EMPLOYEE RETENTION *[Exhibit A, Section C, B, 5] Confidential*

Inter-Con knows that it is not enough to recruit the best and most qualified employees. Once they are a part of our organization, we have a responsibility to retain, motivate, and help all employees succeed. We take this responsibility seriously. Based on our experience successfully supporting similar security programs, we also fully appreciate that without an engaged workforce, we

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cannot deliver a quality service. That is why, Inter-Con sees itself as having two customers: our clients and our employees. While current labor market conditions have been challenging, Inter-Con remains nimble and has implemented several measures to retain our employees. These efforts have also created meaningful cost savings to our clients in the form of less overtime, training, equipment, administrative action, and more.

Inter-Con's enhanced retention measures were designed based on insights gained from numerous employ surveys as well as from our experience serving similar programs over the last several years. In addition to the retention measures previously discussed, for the PUD, these measures will also include, but not be limited to:

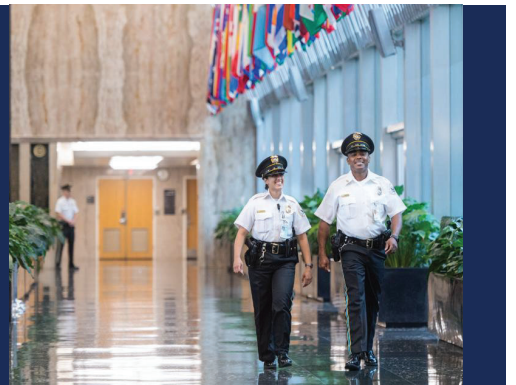
- **People & Culture Team** – Our People & Culture Team offers a centralized resource to support our employees across the country, focusing on their well-being and building trust between them and our company. Our People & Culture Specialists will administer an anonymous hotline to encourage employees to freely communicate any issues they may encounter while on the job. This team will also conduct frequent wellness checks at all the PUD posts as well as administer employee satisfaction surveys. We have found that these efforts not only boost moral but also augment our continuous improvement efforts.
- **Competitive Compensation & Benefits** – Inter-Con aims to build a security program that aligns with current market wages and benefits, offering full-time and eligible part-time employees best-in-class medical benefits, as well as exceptional dental, vision, 401k, and other benefits.
- **Paid Time Off (PTO)** – While this differs by contract, Inter-Con ensures that all Officers receive time off for vacation, holidays, and being sick. More information about how PTO will be issued has been discussed in our Price Narrative under Tab C Cost/Price.
- **Optional Optimized Retention Bonuses** – Inter-Con's bonuses will encourage our dedicated employees to stay the PUD security program. While exact bonus amounts would first be approved by the PUD, Inter-Con can pay bonuses to new Officers who successfully serve the account for their first 30, 90 days, and 180 days. Similarly, personnel who continue to serve on the account will receive annual retention bonuses that increase based on the number of years they have been on the contract.
- **Personalized Scheduling** – **Inter-Con's proprietary Shyfttr Application utilizes an AI-driven scheduling system to enhance our ability to thoughtfully design and maintain schedules, in real-time, around the stated preferences of our PUD employees.** In addition to limiting turnover by ensuring personnel are working schedules that align with their personal interests, this tool will augment our ability to quickly cover posts in response to scheduled or unexpected absences. All personnel home locations, qualifications, and reported willingness to serve specific shifts automatically generate short lists of employees who are cleared to work specific posts.
- **Meaningful Career Development** – Inter-Con will provide the driven men and women of the PUD security force with clear paths to develop their careers. To further augment the PUD Security Force, we propose to formalize the succession planning and career development process by incorporating salient performance metrics and discussion points in our Quarterly and Annual meetings with the PUD leadership. Additionally, Inter-Con employees enjoy discounts at select colleges and universities to further pursue their career goals.
- **Flexible Pay** – Inter-Con makes it possible for the PUD employees to get paid daily through the DailyPay function of our IC Mobile App. This enhanced payroll flexibility allows our employees to better address any financial needs that may arise, which has shown to contribute to our measured improvements to overall employee satisfaction, retention, and performance rates.
- **More Consistent Performance Award Opportunities** – With the PUD approval, our Performance Awards Program further displays the value and recognition we place on the accomplishments and tenure of our employees into action. Each award will have a certificate and a cash award, providing not only professional incentive but also a monetary bonus. During March, we also **promote our Officer Appreciation Month celebrations to the PUD personnel to encourage their participation and increase awareness of all the great work they are doing.** During this time, employees nominate fellow Officers, Managers, and Supervisors for awards based on adherence to our corporate values and exemplary behaviors.

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Our People & Culture Team then vets the nominees and sends out a company-wide email every day with a different employee's image and blurb as to why they were nominated. Every employee chosen for this honor receives a gift card and certificate of appreciation.

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TAB C  
Price Proposal



TAB C

# Tab C - Cost/Price Proposal

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# Price Narrative

Inter-Con submits this offer in response to the City of San Diego Public Utilities Department’s (“the City”) Request for Proposal. Inter-Con’s proposal is valid for 90 calendar days after the bid submission deadline of September 29<sup>th</sup>, 2023.

## PRICING ASSUMPTIONS

Please note that our pricing is based on various assumptions that we have outlined in the section below. To the extent that the assumptions we have outlined are incorrect or need to be modified, we will work with the City to refine our pricing to reflect the correct information. These assumptions include:

### WAGE RATES

Inter-Con acknowledges that this contract is subject to the City of San Diego’s Living Wage. However, considering all the job requirements and officer duties, we found that these recommended wages were at (or below) the low end of the appropriate competitive labor market wage. In other words, because the City’s security program will not begin until March of 2024, we must look forward at what we expect the market to be 6 to 18 months from now (contract start to the end of the first performance period).

To do so, we research competitor job listings in the marketplace, conduct our own internal analysis of compensation on nearby programs, and review data supplied via our partnership with Salary.com.

### MODIFICATIONS

Our rates are good for the first year of the program. Thereafter, as stated in the Exhibit C, Page 4, Section 3.4 Price adjustments, **Inter-Con will propose rate modifications 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 to a maximum 5.0%; or the City’s annual Living Wage increase.**

Should any additional costs arise such as changes to Federal, state, or local taxes; Federal, state, or local minimum wage rates that exert severe compression against our wage rates; or Federal, state, or local changes to regulations that affect overtime, paid time off, medical benefits, sick leave, etc., then Inter-Con will work with the City. to develop an agreeable rate solution so that such unexpected and unknowable costs can be covered.

### STANDARD SHIFTS

As the City did not provide actual shift hours during the bid process, our rates are priced on the assumption that all personnel work standard eight-hour shifts. Should non-standard shifts be required that incur unavoidable, scheduled overtime, then our overtime rate will apply at 1.5x our regular rate. Similarly, if short, non-standard shifts (such as but not limited to 2-hour or 4-hour shifts) are required, then a higher rate may apply to cover the extra cost of covering these shifts.

### REST AND MEAL BREAKS

Please note that Inter-Con has not priced in the cost of an additional, dedicated breaker force to relieve personnel. Personnel will either be self-relieving (post goes unmanned), or they will be relieved by existing Inter-Con personnel who are part of the regular schedule provided by the City. Our assumption is that all personnel will be allowed to take paid rest breaks and unpaid meal breaks in accordance with local law. Paid rest breaks will be considered billable time whether or not the post is relieved. Unpaid meal breaks will be unbillable time unless relieved by another Officer.

## PROPOSED RATES

Our proposed **Year 1** bill rates are provided in the section below.

Site	Annual Est. Hours	Guard Category I-VI	U/M	Description	Unit Price Per Hour	Extension
1	35,040	I	HR	Wastewater Treatment Plants	\$34.71	\$1,216,238.40
2	26,280	I	HR	Water Treatment Plants	\$34.71	\$912,178.80
3	17,520	I	HR	Pure Water Facilities	\$34.71	\$608,119.20
4	43,800	I	HR	Chollas Operation Yards (golf cart required)	\$34.71	\$1,520,298.00
5	35,040	I	HR	Dams	\$34.71	\$1,216,238.40
6	8,760	I	HR	Metropolitan Operations Center	\$34.71	\$304,059.60
7	13,336	I	HR	Pump Stations Metro	\$34.71	\$462,892.56
8	2,920	I	HR	Customer Care Center	\$34.71	\$101,353.20
9	8,760	I	HR	E.M.T.S. Harbor Lab	\$34.71	\$304,059.60
10	8,760	I	HR	Barrett Honor Camp	\$34.71	\$304,059.60
11	8,760	I	HR	Sonico Equipment Yard	\$34.71	\$304,059.60
12	8,760	II	HR	Security Guard – SOC Alarms Guard	\$36.71	\$321,579.60
13	17,520	III	HR	Security Guard – Mobile Patrol (vehicle required)	\$36.58	\$640,881.60
14	6,680	IV	HR	Security Operations Center - Lead Security Guard	\$38.56	\$257,580.80
15	2,080	V	HR	Security Operations Center - Supervising Security Guard	\$39.73	\$82,638.40
16	600	VI	HR	Armed Guard-Variou Sites, as Needed	\$48.04	\$28,824.00
17	2,080	VII	HR	Account Manager*	\$61.81	\$128,564.80
<b>Section I Estimated Total:</b>						<b>\$8,713,626.16</b>

\*Inter-Con will provide a billable Account Manager in addition to the positions listed in the Pricing Schedule. As provided for in RFP Page 10, Section 13, this position “will be billed as a forty (40) hour salary position.”

Site	Number of Vehicles	U/M	Description	Unit Price Per Month	Extension
1	2	MO	Mobile Patrol Vehicle	\$3,800.00	\$91,200.00
2	1	MO	Chollas Operation Golf Cart	\$700.00	\$8,400.00
<b>Section II Estimated Total:</b>					<b>\$99,600.00</b>
<b>Sections I &amp; II Estimated Total:</b>					<b>\$8,813,226.16</b>
<b>ESTIMATED TOTAL CONTRACT PRICE:</b> (Estimated Section 1 Total x 5-Year Contract Term)					<b>\$44,066,130.80</b>

## GROSS RECEIPTS TAX / SALES & USE TAX

Any Gross Receipts and/or Sales & Use Taxes that are applicable to the places of performance included in this contract have not been included in our rates. These costs, if applicable, will be billed as a separate line item on our invoice.

## COMPONENTS OF INTER-CON’S BILL RATES

In the spirit of transparency, we have outlined the major components that comprise the rates presented above. Our pricing is customizable, and to the extent that the City desires an alternative approach to a specific cost item (such as Training, Vacation, Holiday, etc.), **we are open to discuss and modify our rates accordingly.**

## COMPENSATION

As stated above, Inter-Con acknowledges that this contract is subject to the City of San Diego’s Living Wage. However, in our analysis, considering all the job requirements and officer duties, we found that these recommended wages were at (or below) the low end of the appropriate competitive labor market wage. In other words, because the City’s security program will not begin until March of 2024, we must look into what we expect the market to be 6 to 18 months from now (contract start to the end of the first performance period).

To do so, we research competitor job listings in the marketplace, conduct our own internal analysis of compensation on nearby programs, and review data supplied via our partnership with Salary.com.

Compensation is the largest factor in achieving sustainable recruitment, attracting quality personnel, and building employee veterancy through retention. Without adequate compensation, a security program will incur turnover above 100%, experience harmful overtime that burns out the workforce, and suffer “brain drain” as skilled personnel leave for better paying jobs. This leads to a vicious cycle that is extraordinarily challenging to fix.

It is for this reason that our proposed wages are higher than the City’s Living Wage recommended compensation. We strongly believe that proper, fair wages are critical to the success of any operation where the main source of value is the people who run the program. We are confident that our proposed level of compensation will allow Inter-Con to attract and retain high-caliber individuals who will thrive on the City’s security program.

Inter-Con’s compensation component is comprised of two elements: 1) Cash Wage and 2) Health Benefits. As required by the Living Wage the Health Benefits will be paid in cash.

Position	03/05/2024 - 06/30/2024			07/01/2024 - 03/04/2025		
	Wage	HB Cash	Total Compensation	Wage	HB Cash	Total Compensation
Security Guard	\$18.87	\$3.13	\$22.00	\$18.87	\$3.29	\$22.16
SOC Alarm Guard	\$20.12	\$3.13	\$23.25	\$20.12	\$3.29	\$23.41
Mobile Patrol	\$20.12	\$3.13	\$23.25	\$20.12	\$3.29	\$23.41
Lead Security Guard	\$21.37	\$3.13	\$24.50	\$21.37	\$3.29	\$24.66
Supervising Security Guard	\$22.37	\$3.13	\$25.50	\$22.37	\$3.29	\$25.66
Armed Guard	\$23.87	\$3.13	\$27.00	\$23.87	\$3.29	\$27.16
Account Manager	\$43.27	N/A	\$43.27	\$43.27	N/A	\$43.27

## PAID TIME OFF (PTO)

As required by living wage, all full-time field personnel will receive 80 paid leave hours for illness, vacation, or personnel need and 80 unpaid leave hours for personal or family illness. Part-time employees will accrue paid leave hours at a rate proportional to full-time employees.

The Account Manager will be eligible for Inter-Con’s corporate vacation and sick leave plan, which provides for 80 hours of vacation up to five (5) years and 120 hours thereafter. Sick leave is provided at 40 hours per year. Additionally, the Account Manager will receive pay for nine (9) recognized holidays regardless of whether or not they work.

## HOLIDAYS

All Officers who work on the below holidays will receive a holiday premium (1.5x Regular Pay Rate). The cost of holidays worked has been included in the cost of our rates.

Recognized Holidays	
New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## HEALTH & WELFARE

As required by the Living Wage, all personnel will receive a contribution of \$3.13/hour in Health Benefits. Inter-Con will ensure that we always contribute the required minimum H&W amount even as the Living Wage changes year over year.

## PAYROLL TAXES & INSURANCE

Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation (WC), Liability Insurance, and Fidelity Bond.

## TRAINING

New Hire pre-assignment training will include the following hours shown in the table below, all fully burdened in our bill rates.

Pre-Assignment Training (Unbillable)									
Position	PC 832	OJT	CPR/ FA/ AED	Anti-Terrorism & Report Writing	Water & Wastewater Treatment plants	SOC Training	Firearm Training	Supervisory Training	Total
Security Guard	40	16	4	2	2	-	-	-	64
SOC Alarm Guard	40	16	4	2	2	8	-	-	72
Mobile Patrol	40	16	4	2	2	-	-	-	64
Lead Security Guard	40	16	4	2	2	-	-	8	72
Supervising Security Guard	40	16	4	2	2	-	-	8	72
Armed Guard	40	16	4	2	2	-	16	-	80

Any additional training such as On-the-Job Training, Position Specific Training, or other training specified by the City will be billed at our regular hourly rate. Upon award and transition, we will work closely with the City to develop a billable training plan that works best for the City's security program.

We have found that this approach works well in practice; Inter-Con and the City split the onboarding cost for new personnel in a manner that incentivizes both parties to drive down turnover. Moreover, by providing for a component of training to be billable, the City ensures that Inter-Con is fully incentivized to perform all training and the City has visibility to ensure that this training actually occurs. By contrast, when security providers are asked to foot the bill for all training costs, this drives up costs for the client and incentivizes less scrupulous security companies to staff personnel who are not fully trained.

Lastly, all personnel will receive eight (8) hours of refresher training annually to ensure their skills are kept current and new security knowledge and procedures are transferred on a regular basis. This refresher cost has been included in our rates.

## UNIFORMS & EQUIPMENT

We have priced the following uniform, though we can work with the City to revise the uniform specification, if the City desires a different look.

UNARMED	
Item	Qty.
Short Sleeve Shirt	3
Trousers	2
Bomber Jacket	1
Garrison Belt, Black	1
Boots	1
Baseball Cap	1
IC Badge	1
Flashlight	1

UNARMED	
Nametag	1
Raingear	1

ARMED	
Item	Qty.
Short Sleeve Shirt	3
Trousers	2
Bomber Jacket	1
Garrison Belt, Black	1
Duty Belt	1
Keepers (4pk.)	1
Handcuffs	1
Handcuff Case	1
Pepper Spray	1
Boots	1
Baseball Cap	1
IC Badge	1
Flashlight	1
Nametag	1
Raingear	1
Body Armor IIIA	1
Holster	1
Double Magazine Holder	1
Firearm	1

## UNIFORM OPTIONS

Inter-Con will furnish uniforms to all Security Personnel at no cost. Uniforms will be seasonally and weather appropriate. Inter-Con personnel will be properly attired to service the City such that they have a welcoming demeanor, clearly identify the individual as a Security Officer, and be neat and clean in appearance. Examples of Inter-Con's proposed uniform, and other available options, can be found in the images displayed below.

### Hard Uniform Option (Standard)



## Other Uniform Options



Additionally, our management personnel will receive the following:

EQUIPMENT	
Item	Qty.
Computer Monitor	6
Microsoft Office 365	3
Standard IC Laptop	3
Docking Station	3
Mouse & Keyboard	3

## COMMUNICATIONS & TIMEKEEPING

To meet the requirement set in the RFP, Inter-Con will provide one radio and one cell phone per post.

If additional communication equipment is required, we will be happy to do so and direct bill as below:

- **Inter-Con Provided Mobile Devices:** If requested, Inter-Con provided smartphones are available at a per unit charge of \$100/month.
- **Inter-Con Provided Radios:** If requested, Inter-Con provided radios are available at a per unit charge of \$75/month.
- **Inter-Con Provided Kiosks:** These devices are available at a per unit charge of \$150/month.

Inter-Con is pleased to be able to provide flexibly and seamlessly any of the above solutions outlined above for our clients. We are willing to provide any mix of the above solutions at your preference.

## SCREENING

All the Officers will undergo the below screening and will receive a 5-panel drug test prior to employment.

Background Screening
Federal Criminal
Social Security Trace
National Criminal Index Plus
Statewide Criminal
County Criminal

## INDIRECT OVERHEAD

Inter-Con will provide the following dedicated overhead personnel:

- Training Specialist (1)
- Scheduler (1)

In addition to the dedicated assets described above, the City will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, training, scheduling, administrative teams in support of the City's security program.



**Purchasing & Contracting Department**

December 14, 2023

VIA USPS & EMAIL TO: mreaser@icsecurity.com

Mr. Matthew E. Reaser, Senior Vice President  
Inter-Con Security Systems, Inc.  
201 S. Lacey Avenue  
Pasadena, CA 91105

Subject: Request for Proposal (RFP) 10090056-24-J, Security Guard Services for Public  
Utilities Department

Dear Mr. Reaser:

This letter confirms our agreement regarding Inter-Con Security Systems, Inc.'s (Inter-Con) requests outlined in contractors Price Narrative pages. The Parties agree as follows:

1. The City rejects Inter-Con's request for Wage Rates changes as price adjustments must comply with Exhibit C, City's General Contract Terms and Provisions, Section 3.4 – Price Adjustments
2. The City rejects Inter-Con's request for Modifications to rates outside of those provided for under Exhibit C, City's General Contract Terms and Provisions, Section 3.4 – Price Adjustments.
3. The City rejects Inter-Con's request to include an overtime rate as identified in the exceptions, Standard Shifts. Pricing shall be in accordance with the RFP Pricing Schedule.
4. The City rejects Inter-Con's requests to include billable time as identified in the exceptions, Rest and Meal Breaks. Pricing shall be in accordance with the RFP Pricing Schedule.
5. The City accepts Inter-Con's Proposed Rates for Year 1, which provides for a billable Account Manager in addition to the positions listed in the Pricing Schedule.
6. The City rejects Inter-Con's request to modify Compensation as price adjustments must conform to Exhibit C, City's General Contract Terms and Provisions, Section 3.4 – Price Adjustments.
7. The City rejects Inter-Con's request for City to pay for Paid Time Off.
8. The City rejects Inter-Con's request to modify Holidays, as holidays must conform to Exhibit B, Scope of Work, Page 16, Section 25 – City Observed Holidays.

Mr. Reeser, Senior Vice President  
December 14, 2023  
Page 2 of 2

9. The City rejects Inter-Con's request to modify Training, as training must comply with Exhibit B, Scope of Work, Page 15, Section 19 – Training.
10. The City rejects Inter-Con's request to add Communications & Timekeeping. Inter-con must comply with Exhibit B, Scope or Work, Section 14 – Materials & Equipment.

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,

*Janet Polite*

Janet Polite  
Senior Procurement Contracting Officer, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

INTER-CON SECURITY SYSTEMS, INC.

By: *Neil Martau*  
Neil Martau (Dec 14, 2023 16:16 PST)

Name: Neil Martau

Title: Chief Administrative Officer

Date: Dec 14, 2023

THE CITY OF SAN DIEGO

By: *C. Abarca*

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Feb 21, 2024

# Appendix

*This proposal includes information that is confidential and proprietary in nature, trade secrets, and protected from public dissemination pursuant to the California Public Records Act (California Gov. Code 6254 et seq), Evidence Code section 1060 the right to privacy as guaranteed by the United States and California Constitutions and statutory authority. This proposal may not be disseminated, duplicated or disclosed without prompt notification to the offeror as required by the California Public Records Act ("CPR"). Pursuant to the CPR, the offeror has appropriately marked its confidential and trade secret information as such by designating as "confidential"*

## US 2024 Dodge Durango



**Pursuit**  
**4dr All-Wheel Drive**

Print

## US 2024 Dodge Durango



**GT**  
**4dr All-Wheel Drive**

### Overview

#### Engine

Horsepower Pentastar 3.6L V-6  
Transmission 293 @ 6,400RPM  
City fuel economy 8-speed automatic w/tiptronic  
Highway fuel economy 18 mpg  
25 mpg

Safety driver and passenger front impact airbags, seat mounted side impact airbags, overhead airbag, rear centre 3 point seatbelt, ABS brakes, immobilizer

Warranty 36/36000 Basic (months/miles), 60/100000 powertrain (months/miles), 60/unlimited corrosion perforation (months/miles), 60/60000 roadside assistance (months/miles)

Drive type All-wheel

Audio SiriusXM AM/FM/Satellite, clock, seek-scan, 6 speakers, integrated roof antenna, radio steering wheel controls,

Pentastar 3.6L V-6  
295 @ 6,400RPM  
8-speed automatic w/tiptronic  
18 mpg  
25 mpg

driver and passenger front impact airbags, seat mounted side impact airbags, overhead airbag, rear centre 3 point seatbelt, ABS brakes, immobilizer

36/36000 Basic (months/miles), 60/60000 powertrain (months/miles), 60/unlimited corrosion perforation (months/miles), 60/60000 roadside assistance (months/miles)

All-wheel

SiriusXM AM/FM/Satellite, clock, seek-scan, 6 speakers, integrated roof antenna, radio steering wheel controls,

### Interior

Full carpet floor covering  
Steering wheel N/A

Floor mats Leather  
Interior accents None

Carpeted cargo space Chrome  
Cargo tie downs Cargo yes

light Yes  
Radio Yes

Steering wheel SiriusXM AM/FM/Satellite

mounted audio controls Yes  
Speakers

6

yes

Leather  
Carpet front and rear  
Chrome

yes  
Yes

Yes

SiriusXM AM/FM/Satellite

Yes

6

### Convenience

#### Features Air

conditioning Automatic  
temperature control yes

Air filter Yes  
Cruise control

Power windows With steering wheel controls

Remote keyless entry yes

Integrated key/remote Keyfob (all doors)

Illuminated entry Yes

Auto locking doors Yes

Yes

Automatic

yes

Yes

With steering wheel controls

yes

Keyfob (all doors)

Yes

Yes

Yes

Retained accessory power	Yes	Yes
Tilt steering wheel	Manual	Manual
Telescoping steering wheel	Manual	Manual
Auto-dimming rearview mirror	Yes	Yes
Driver vanity mirror	yes	yes
Passenger vanity mirror	yes	yes
Garage door transmitter	None	Yes
Front cupholder	Yes	Illuminated
Rear cupholder	Yes	Yes
Full floor console	N/A	yes
Door bins	driver and passenger	driver and passenger
Seatback storage pockets	None	2
Locking glove box	yes	yes
Illuminated glove box	Yes	Yes
Driver foot rest	Yes	Yes
12V DC power outlet	3	3
Seating capacity	5	7
Bucket front seats	yes	N/A
Heated bucket front seats	N/A	yes
Power driver seat	8	8
Number of driver seat adjustments	8	8
Driver lumbar support	Power 4-way	Power 4-way
Number of passenger seat adjustments	4	4
Front centre armrest	Yes	Yes
Rear bench seat	yes	yes
Rear seat centre armrest	Yes	Yes
Front reading lights	Yes	Yes
Rear reading lights	Yes	Yes
Tachometer	Yes	Yes
Outside temperature display	Yes	Yes
Trip computer	Yes	Yes
Trip odometer	Yes	Yes
Engine/motor temperature gauge	Yes	Yes
Oil temperature gauge	Yes	Yes
Clock	In-radio display	In-radio display
Tire pressure monitoring system	Tire specific	Tire specific
<b>Exterior</b>		
Number of doors	4	4
Body-colour door handles	yes	yes
Body-colour bumpers	yes	yes
Bodyside insert	Chrome	None

Tailpipe finisher	None	Chrome
Variable intermittent wipers	yes	yes
Speed sensitive wipers	Yes	Yes
Rear window defroster	Yes	Yes
Tinted windows	Deep	Deep
Clearcoat paint	yes	yes
<b>Safety and Security</b>		
Daytime running lights	LED	LED
Overhead airbag	Curtain 1st, 2nd and 3rd row	Curtain 1st, 2nd and 3rd row
Occupant sensing airbag	Yes	Yes
Height adjustable seatbelts	Front	Front
Seatbelt pre-tensioners	Front	Front
Rear centre 3 point seatbelt	Yes	Yes
Side impact beams	Yes	Yes
Electronic stability	Stability control with anti-roll	Stability control with anti-roll
Number of rear head restraints	3	3
<b>Lockdown</b>		
Power door locks	yes	yes
Remote keyless entry	Keyfob (all doors)	Keyfob (all doors)
Rear child safety locks	Manual	Manual
Immobilizer	Sentry Key	Sentry Key
Panic alarm	Yes	Yes
<b>Engineering</b>		
Engine litres	3.6 L	3.6 L
Cylinder configuration	V-6	V-6
Horsepower	293 hp @ 6400 RPM	295 hp @ 6400 RPM
Engine bore x stroke	3.78 " x 3.27 "	3.78 " x 3.27 "
Compression ratio	10.2 : 1	10.2 : 1
# of valves	24	24
Variable valve control	Yes	Yes
Sequential multi-point fuel injection	yes	yes
Recommended fuel	Regular unleaded	Regular unleaded
Engine block	Aluminum	Aluminum
Engine cylinder head	Aluminum	Aluminum
Engine oil cooler	Regular duty	Regular duty
Alternator amps	220	160
Exhaust	Stainless steel	Stainless steel
Transmission	8-speed automatic w/tiptronic	8-speed automatic w/tiptronic
Sequential sport shift	Yes	With steering wheel controls
Drive type	All-wheel	All-wheel
Traction control	ABS and driveline	ABS and driveline
Electronic stability	Stability control with anti-roll	Stability control with anti-roll
Fuel tank capacity	24.6 gal.	24.6 gal.
Front anti-roll bar	Regular	Regular
Rear anti-roll bar	Regular	Regular

Steering	Electric power-assist	Electric power-assist
Wheel material	Steel	Aluminum
Brakes	4-wheel disc	4-wheel disc
ABS brakes	4-wheel	4-wheel
Number of ABS channels	4	4
Brake assist	Yes	Yes
Ventilated disc brakes	Front and rear	Front and rear
Drag coefficient	0.37	0.37

#### Measurements

Exterior length (")	200.8 "	200.8 "
Exterior body width (")	75.8 "	75.8 "
Exterior height (")	72.9 "	72.9 "
Front track (")	63.9 "	63.9 "
Rear track (")	64.1 "	64.1 "
Turning radius (')	20.5 '	20.5 '
Ground clearance (")	8.1 "	8.1 "
Legroom (front, ")	40.3 "	40.3 "
Legroom (rear, ")	38.6 "	38.6 "
Headroom (front, ")	39.9 "	39.9 "
Headroom (rear, ")	39.8 "	39.8 "
Shoulder room (front, ")	58.5 "	58.5 "
Shoulder room (rear, ")	50.4 "	57.7 "
Passenger volume (cu.ft.)	106 cu.ft.	141 cu.ft.
Interior cargo volume (cu.ft.)	43.3 cu.ft.	17.2 cu.ft.
Maximum interior cargo volume (cu.ft.)	85.1 cu.ft.	85.1 cu.ft.
Curb weight (lbs.)	4,913 lbs.	4,986 lbs.
GVWR (lbs.)	6,500 lbs.	6,500 lbs.

# Vehicle Specs

Inter-Con's Patrol vehicles will prominently display the Inter-Con logo, ensuring it is clearly identified as a security vehicle, it will be in sound mechanical condition, and capable of driving on graded and improved dirt roads. The following components will be added to the vehicle. Please see our Price Narrative in Tab C for additional information.

- Full size, full function, amber and white light bar on roof with left and right flashers, and an "all on" flasher function.
- Interior Remote operated "A" pillar mounted spotlight
- Built in public announcement system to allow the Patrol Guard to communicate with trespassers or other individuals on PUD property without exiting the patrol vehicle.
- Dual Amber and white Wig Wag lights in front grill and rear deck lid or bumper.
- Full size front mounted push bar in black.
- Factory Blacked out steel wheels with chrome center caps



## Richard Stack

### REPRESENTATIVE EXPERIENCE:

#### Chief Operating Officer (COO) | Inter-Con Security Systems, Inc. | 2015 –Present

- Responsible for all operational, administrative and legal compliance activities associated with Inter-Con's Global Operations and provides executive oversight, strategic guidance, and client relations for high-net-worth families, Fortune 500 Multi-National organizations, as well as U.S. and Foreign Government agencies.
- Leads continuous improvement efforts for all core operational capabilities as well as oversees all product/service development activities
- Oversees logistical activities for Inter-Con's corporate operations as well as those for major international projects and serves as a leading operational manager during new contract phase-ins.
- Responsible for contract compliance, excellent delivery of service, and financial performance of Inter-Con's operations.

#### Executive Vice President of Operations | Inter-Con Security Systems, Inc. | 2014 –2015

- Responsible for all operational, administrative and legal compliance activities associated with Inter-Con's Operations, both domestically and internationally on four Continents, and provides executive oversight, strategic guidance, and client relations for all Markets including Fortune 100 Multi-National organizations, as well as U.S. and Foreign Government agencies.
- Exercises responsibility for all logistical activities and serves as a leading operational manager in the field during new contract phase-ins.
- Responsible for contract compliance, delivery of service, and financial performance of Inter-Con operations.

#### Senior Vice President of Operations | Inter-Con Security Systems, Inc. | 2007 – 2014

- Was responsible for all operational, administrative and legal compliance activities associated with Inter-Con's International Operations on four Continents, and provides executive oversight, strategic guidance, and client relations for all
- International Markets including Fortune 100 Multi-National organizations as well as U.S. and Foreign Government agencies.
- Exercised responsibility for all logistical activities and serves as a leading operational manager in the field during new contract phase-ins.
- Additionally, served as Senior Vice President with oversight to the Midwestern and Western United States from 2007 to 2012, and assumed International duties in early 2012.
- Provided Executive Oversight to the United States Marshals Service Court Security Officer program in the 5th and 12th Circuits.

#### Director of East Coast Operations | Inter-Con Security Systems, Inc. | 2003 – 2007

### POSITION

Chief Operating Officer

### YEARS IN SECURITY, MILITARY AND/ OR LAW ENFORCEMENT

26 years

### EDUCATION, CERTIFICATIONS, AND TRAINING

- Bachelor of Science, Management & Leadership | Warren National University | Cheyenne, Wyoming
- Private Sector Overseas Security | National Foreign Affairs Training Center | Arlington, Virginia
- Inter-Con UPSP Supervisory Course | Alexandria, Virginia
- USMC Non-Commissioned Officer Course | Washington, D.C.
- USMC Military Police Academy | Fort McClellan, Alabama
- USMC Boot Camp | Paris Island, South Carolina

- Exercised responsibility for all operational and administrative activities in Government, commercial and healthcare sectors located east of the Rocky Mountains.

**Deputy Project Manager for Administration | Inter-Con Security Systems, Inc. | 2001 – 2003**

- Maintained Inter-Con's eligibility with the DoD for more than 700 Security Clearances on the Department of State contract, and ensured Clearance, recruitment and training requirements were met according to rules, regulations and requirements.

**Captain/Watch Commander | Inter-Con Security Systems, Inc. | 2000–2001**

- Was responsible for the day-to-day operations of the Department of State contract as the Senior Uniformed Protective Officer (UPO) in uniform, and produced daily 24-hour duty logs, received data from all Department of State Domestic facilities, and interpreted reports from 17 states.

**Main State Lieutenant (1998 – 2000) | NCR Lieutenant (1997 – 1998) | NCR Sergeant (1997) | Officer (1997) | Inter-Con Security Systems, Inc. | 1997-2000**

- Inspected all NCR posts to ensure contract compliance, performed access control, worked all posts, and reported and distributed information in support of operations.



## Travis Warren

### REPRESENTATIVE EXPERIENCE:

#### Director of Operations | Inter-Con Security Systems, Inc. | October 2021 – Present

- Serves as a key point of contact to ensure the delivery of high-quality customer service assigned.
- Mentors, plans, assigns, and directs, employees and carries out disciplinary actions, as necessary.
- Responsible for officers meeting company standards pertaining to quality of work performed on an ongoing basis, performing all work-related tasks in a manner that follows all Inter-Con and client policies and procedures.
- Assists in the review of client locations and post orders and makes recommendations for improvement.

#### Threat Assessment Coordinator | Security Industry Specialists | June 2021 – October 2021

- Tracked, assessed, and provided mitigation for internal threats of workplace violence for Apple Inc.
- Created standard operating procedures and tracking metrics for internal threat cases for Apple Inc., North America.
- Interpreted and administered existing policies and developed, documented, implemented, and communicated revisions to existing policies or new policies, processes, and procedures.
- Assisted with the creation and distribution of security manuals, documents, and records.
- Provided detailed analysis of weekly and monthly threat trends to Apple leadership.
- Used an analytical and risk-management based approach for the implementation of the security programs. Demonstrated resourcefulness in researching, developing and implementing new and improved security methods, policies and procedures to meet program objectives.
- Processed and protected personally identifiable information (PII) and other sensitive, personal information.
- Interface with other business areas and sectors to accomplish cooperative goals, representing Global Security in multidisciplinary initiatives.
- Processed necessary badge requests for employees and update physical security control systems.
- Managed ongoing analysis of security exposures, evaluated program effectiveness, and developed benchmarking standards and metrics to measure the effectiveness of the Threat Assessment Team's programs.
- Created tracking metrics, graphs, and other forms of statistical tracking mechanisms.
- Safeguarded and maintained confidential and highly sensitive information.

### POSITION

Director of Operations

### YEARS IN SECURITY, MILITARY AND/ OR LAW ENFORCEMENT

20 Years

### EDUCATION, CERTIFICATIONS, AND TRAINING

- BA in Psychology and Communications | Arizona State University | In Progress
- Secret Clearance: Active

### **Client Manager | Allied Universal Security | June 2016 – June 2021**

- Utilized and monitored smartphone-based applications for staffing and task management allocation and inspection protocols in order to establish and define service benchmarks.
- Assisted security teams with providing general security support including program execution support functions.
- Managed security teams with access control of support vendors, consultants, and contractors to secure facilities.
- Expert knowledge of and experience providing leadership and direction in the areas of industrial security, physical security, personnel security, operations security and security administration of programs.
- Developed metrics designed to measure the effectiveness and efficiency of the services at all operational locations within the San Diego region.
- Assisted with maintenance and access control of secure facilities/areas to ensure protection of program information.
- Managed, conducted reviews, and prepared investigative reports relating to internal investigations of any losses or violations of regulations, policies and procedures.
- Prepare personnel actions and forms to request security clearances and maintain records of such requests at DoD cleared client sites.
- Tracked security clearance investigations and perform administrative support functions.
- Managed, coached, and maintained a staff consisting of 3 operations managers, 10 site supervisors and over 150 security professionals across a portfolio consisting of over 35 client sites.
- Developed, implemented, and maintained site specific security policies and procedures.
- Provided the highest level of customer service for a diverse client base ranging from Healthcare and Bio- tech to Industrial and Class A high rise buildings in San Diego.

### **Security Staff Leader | Gavin De Becker and Associates | November 2008 – November 2009 / September 2012 – June 2016**

- Interacted with functional business units, senior management, and government representatives; Liaised with local and federal law enforcement, federal investigators, and emergency response personnel where necessary.
- Directed and managed security teams with administrative security, classification management, operations security, physical security, industrial security, security incident investigations, and security education/ motivation.
- Provide continuing education and training programs for security teams.
- Lead security teams with the development and/or implementation of procedures and practices to cover multiple security objectives.
- Provided security briefings, debriefings, and awareness training for site personnel.
- Maintained master access databases.
- Maintained confidentiality of sensitive subject investigations during security support functions.

- Assisted in the preparation of emergency management and contingency planning and acted as the global security representative in matters pertaining to threats to principals, principal's business and employees, and principal's interests.
- Experienced in providing oversight of various enhanced and collateral security programs.
- Provided armed close personal protection for public figures, private citizens, and some of America's most at-risk principals at their homes, places of work, and travel details.

**Gunner's Mate | US Coast Guard – Maritime Security Response Team,  
San Diego | October 2002 – November 2008 | USCG Reserves 2018 –  
Present**

- Assisted and supported the Security team with implementation of the applicable security programs in accordance with all applicable DoD/ DHS security policies, directives, regulations and instructions.
- Served as subject matter expert in providing and enforcing security zones in and around military installations, public venues, and ports and waterways.
- Served as a team leader on the Coast Guards special operations unit, Maritime Security Response Team in San Diego, CA.
- Prepared, maintained, and protected official records auditable by U.S. Government representatives.
- Provided administrative support of the security orientation, training, education and awareness programs to ensure proper handling and safeguarding of classified and sensitive program information.
- Performed security advances on landing zones and provided armed protection for the Commandant throughout New Orleans during the aftermath of hurricane Katrina.
- Deployed throughout Mexico and Latin America for counter narcotics and Federal Law Enforcement missions.



## POSITION

Chief Information Officer

## YEARS IN SECURITY, MILITARY AND/OR LAW ENFORCEMENT

15 years

## EDUCATION, CERTIFICATIONS, AND TRAINING

- MBA International Management, Marketing | Thunderbird, School of Global Management | Phoenix, Arizona
- Bachelor of Science Business Administration, Marketing | Weber State University | Ogden, Utah

# Brian Faulkner

## REPRESENTATIVE EXPERIENCE:

### Chief Information Officer | Inter-Con Security Systems, Inc. | 2018–Present

- Manages all tailored workforce management solutions to ensure results align with program goals and delivery milestones are achieved.
- Oversees all major technology solutions Inter-Con implements with clients.
- Develops strategy and overseeing client relationship management efforts for Inter-Con's technology practice.
- **Previous Role: Executive Vice President**

### Senior Manager | Samsung | 2017–2018

- The senior manager for business and product alignment for Samsung's cutting-edge mobile commerce layer, spanning Bixby AI and Samsung's mobile wallet program, Samsung Pay.
- Managed a budget of \$42MM to drive strategic partnerships with Samsung Pay's Head of Merchant Services.
- Led business and product alignment for merchant services to ensure Samsung commerce platform worked seamlessly across all consumer touchpoints.

### Director of Product | Aisle Fire Labs Inc. | 2015–2017

- One of the first three employees, reporting directly to the CTO, for an information and marketing services company that utilizes location-sensing and IoT technologies to enable innovative mobile marketing, shopper insights and operations solutions for brick & mortar retail.
- Defined and compiled business requirements into feature sets and managed program roadmap. Implemented and administered JIRA and Confluence to support agile framework and manage product releases, sprints, key program tasks, document processes and ensured key functionality was delivered within business deadlines.
- Led the product management, UI/UX design, development, and user testing of four distinct mobile applications and proprietary IoT hardware platform.
- Managed large retail store deployments, including hardware installation, testing and ongoing maintenance of indoor location services. Managed contract mobile development and design team resources.
- Key contributor in design and development of first-generation proprietary mapping and location services algorithms utilizing mobile phone sensors and Bluetooth technology.

### Co-Founder | vKnow | 2014–2015

- Head of Product and Co-Founder of a startup specializing in wine technology. vKnow is a mobile application and RESTful API services that allow developers in the wine industry unique access to a complete database of wine attributes (flavors, pairing, price, etc.). vKnow ensures the accuracy of the attributes by populating from the source (wineries and winemakers). In addition, vKnow allows consumers to rate, and remember wines they enjoy while providing valuable feedback to wineries.

- Managed agile development process from ideation to execution and created UI/UX design, wireframes, mockups, storyboards, initial database architecture and working product demos. Managed standups with consultants to track progress to development goal sand lead marketing research to define key features for product MVP.
- Established, monitored, and managed corporate Business Plan including marketing research and detailed financial forecasts to encapsulate key operating metrics.

#### **Director, Emerging Products | VISA Inc. | 2012 - 2014**

##### ***Director, Operations***

- Business Operations Director reporting to Senior Vice President of Operations for VISA's digital payments program, VISA Checkout.
- Developed internal standard operating procedures to harmonize interaction between legacy tools, traditional functions, and new agile development process.
- Organized and lead multiple stakeholder support groups to enhance agile management and developing best practices.
- Restructured program's communication platform, to normalize templates; adopted as the program standard.

##### ***Director, Market Launch Management***

- Managed the initial product launch for VISA Checkout, reporting to the Senior Vice President of Emerging Products.
- Organized and coordinated cross-functional groups from product development to marketing successfully launch Visa's emerging product, VISA Checkout, into the market with support of a \$6MM marketing campaign.
- Created and lead process for managing the program through both market and technological development by tracking to strategic gates tied to business goals.

#### **Business Development | Kaizen Construction Consultants | 2011 - 2012**

- Responsible for locating new international partnership opportunities for this small, family run Construction/Program Management specializing in larger government funded infrastructure projects.
- Secured a noncompeting bid for a \$400MM port project in Brazil and short-listed for two World Cup stadium projects.

#### **Captain, Infantry | Detachment Commander, 301st PSYOP Airborne | US ARMY Reserves | 2012 - 2016**

- Commander of a twenty Soldier Special Operations detachment specializing in Psychological Operations (Airborne) for the Pacific Theater.
- Responsible for the deployment readiness of the detachment to include logistics, PSYOP doctrinal training, equipment maintenance, and the physical health and moral welfare of the Soldiers.

#### **Captain, Infantry | Company Executive Officer, STRYKER BDE | US ARMY Active Duty | 2007 - 2011**

- Responsible for the management of ~200 Soldiers.
- Led 40 soldiers through strenuous Afghan combat operations with minimal casualties and 100% mission success. This effective leadership, and operational

excellence, resulted in the Platoon becoming the Decisive Force in Helmand East Province.

- Acted as lead trainer and the brigade liaison to key Afghan leadership.
- Pioneered innovative partnerships with over 300 indigenous Afghan National Security Forces (ANSF), drastically increasing motivation, skill and overall effectiveness of the Afghan force.
- Responsible for the movement and the daily operational management of over 175 Soldiers and \$80MM in equipment.



## Nesrin Bunkheila

### REPRESENTATIVE EXPERIENCE:

#### Vice President of Human Resources | Inter-Con Security Systems | 2018 – Present

- Oversees the administration of Inter-Con's national programs, ensuring operations are conducted in compliance with all laws and client requirements across state-borders
- Directs the recruiting and retention of incumbent Security Guard forces during contract on-boarding phases with incumbent capture rates of over 90%
- Spearheaded various employee-driven initiatives, including wellness initiatives like mental health first aid seminars and a concierge HR-hotline available to all employees to address their questions and concerns about payroll, PTO, performance management, or any other HR matter.

#### Human Resources Consultant | Independent HR Consultant | 2015 – 2018

- Work with clients in both Los Angeles, California and Houston, Texas to help them meet their varied Human Resources needs
- Review existing policies and procedures to ensure they comply with California and Texas state labor laws
- Identify gaps and create solutions to improve policies, procedures, and processes to be effective and efficient
- Provide input on training and development an implemented reward and recognition programs
- Develop a workforce planning strategy for future growth and assist in employee relations and resolutions
- Provide implementation of ERP or HRIS platforms to assist in sustainability and stay current on all California and Texas labor laws to ensure my clients remain compliant

#### Human Resources Business Partner | Petrofac Training Services | 2013 – 2015

- Served as first point of contact on Human Resource related issues by providing expert counsel and accurate and timely Human Resources information to employees; acted as an SME within Human Resources
- Managed 10 direct reports and the (exempt and non-exempt) shared services employees reported directly to me
- Developed policies and procedures as well as career mapping for the entire organization. Assisted employees, supervisors, and managers in various human relations issues from intake through resolution.
- Evaluated the performance management process and offered solutions for improvement. Partnered with Senior Management in identifying potential risks or gaps within the business unit related to improving work relationships, building morale, and increasing productivity and employee retention.
- Provided consultation (in partnership with the Compensation and Benefits team) on issues such as job description and market pricing
- Ensured compliance with all federal/state/local employment laws and regulations. Analyzed employee relations issues; investigated employee

### POSITION

Administrative Executive

### EDUCATION, CERTIFICATIONS, AND TRAINING

- Executive Master of Science, Human Resource Development, University of Houston | Emphasis in Change Management and Organizational Development | August 2013
- Bachelor of Arts in Political Science, University of Houston | Minor in Psychology | August 2002
- Professional Memberships: Society for Human Resource Management (SHRM), National Association of Colleges & Employers (NACE), Association for Talent and Development (ATD)

complaints and consulted with legal and Senior Management as needed to make timely recommendations for appropriate management action and provided follow through to ensure closure.



## David Oken

### REPRESENTATIVE EXPERIENCE:

#### Vice President of Talent Acquisition | Inter-Con Security Systems | 2021-Present

- Directs an international talent acquisition function responsible for the successful recruitment and onboarding of both corporate and field personnel alike.
- Key stakeholder involved in managing the recruiting and retention of incumbent Security Officers during new contract on-boarding phases with incumbent capture rates of over 96%.
- Architected and led the creation of Inter-Con's comprehensive talent acquisition professional training program.
- Oversaw the organizational restructuring of the recruiting function, resulting in process optimization, higher recruiting yield, and improved Officer (candidate) experience.

#### Director of Client Services | Vaco - Talent Solutions | 2018-2021

- Elevated to a key leadership role at a nationally accredited consulting firm specializing in talent acquisition.
- President's Club award winner, recognized as the number one overall producer in the company's nationwide technical recruiting division.
- Re-engineered and optimized key business processes, resulting in over 200% increased business YOY and hundreds of candidates recruited/placed in areas of client need.
- Identified gaps and created solutions to improve internal onboarding and training experience for new hires within the recruiting function.
- Selected as a national trainer/mentor and assigned to coach mentees on strategies for successful implementation of winning talent acquisition strategies.

### POSITION

Talent Acquisition

### EDUCATION, CERTIFICATIONS, AND TRAINING

- Bachelor of Arts in Industrial and Organizational Psychology, University of San Diego | Magna Cum Laude
- Graduate researcher in Industrial/Organizational Psychology | McNair Scholars Fellow, University of San Diego

RESOLUTION NUMBER R- **315328**DATE OF FINAL PASSAGE **FEB 06 2024**

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO APPROVING THE CONTRACT WITH INTER-  
CON SECURITY SYSTEMS, INC. FOR SECURITY GUARD  
SERVICES AT CRITICAL INFRASTRUCTURE FACILITIES  
FOR THE PUBLIC UTILITIES DEPARTMENT (RFP NO.  
10090056-24-J) AND RELATED ACTIONS.

WHEREAS, the Public Utilities Department's (PUD) water and wastewater facilities require security guard services to ensure the security and integrity of critical infrastructure and maintain reliability of safe water resources essential for public health, and Inter-Con Security Systems, Inc. was selected to provide these services under a five (5) year contract in an amount not to exceed \$57,000,000; and

WHEREAS, PUD uses security guard services at fifty-eight (58) staffed and unstaffed sites to safeguard against unauthorized access to facilities, potential contamination, vandalism, infrastructure damage, disruption in water treatment processes, and other significant threats to public health and safety; and

WHEREAS, the City issued Request for Proposal (RFP) No. 10090056-24-J in August 2023 for Security Guard Services for PUD. This solicitation is separate from the Citywide guard services contract because it is necessary to meet Department of Homeland Security guidelines for water and wastewater infrastructure to address the diverse nature of PUD facilities, the need for a higher level of competency, and multiple levels of security guards; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, including information provided by affected third parties and verified by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

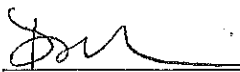
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the contract with Inter-Con Security Systems, Inc. (RFP No. 10090056-24-J) in an amount not to exceed \$57,000,000 for Security Guard Services at Critical Infrastructure Facilities for the Public Utilities Department, under the terms and conditions set forth in the contract on file in the office of the City Clerk as Document No. R-**315328** is approved.

2. The Mayor or designee is authorized to sign and deliver the contract.

3. The Chief Financial Officer is authorized to appropriate and expend an amount not to exceed \$57,000,000 from the following as appropriate based on the use of services to protect assets of each fund: Fund 700000, Muni Sewer Revenue Fund; Fund 700001, Metro Sewer Utility Fund; Fund 700011, Water Utility Operating Fund; Fund 100000, General Fund (for Transportation Department and Storm Water Department); Fund 720040, Stores Revolving Fund; and Fund 720000, Fleet Operations Operating Fund, for the purpose of fulfilling the agreement, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By   
Bonny Hsu  
Deputy City Attorney

BH:cw  
January 11, 2024  
Or.Dept.: Public Utilities Department  
CC No.: 3000016400  
Doc. No. 3526883

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JAN 30 2024

DIANA J.S. FUENTES  
City Clerk

By Connie Patterson  
Deputy City Clerk

Approved: 2/6/24  
(date)

Todd Gloria  
TODD GLORIA, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor

The City of San Diego  
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

DEPT.  
NO.:

3000016400

2000

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
TOTAL AMOUNT									

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$2,937,742.00

Vendor: Intercon Security Systems, Inc.

Purpose: To authorize the expenditure of funds, not to exceed \$2,937,742, for guard services at Public Utilities Department (PUD) Water and Wastewater facilities to ensure the security and integrity of critical infrastructure.

Date: January 8, 2024 By: Elizabeth Warnock *Elizabeth Warnock*

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	700000	Non-Program	N/A	OTHR-00000000-SU	512075	2000	2000121118	N/A	\$228,126.00
2	700001	Non-Program	N/A	OTHR-00000000-SU	512075	2000	2000121118	N/A	\$835,848.00
3	700011	Non-Program	N/A	OTHR-00000000-WU	512075	2000	2000121118	N/A	\$1,479,162.00
4	100000	Non-Program	N/A	OTHR-00000000-TR	512075	2116	2116110001	N/A	\$146,282.00
5	100000	Non-Program	N/A	OTHR-00000000-SH	512075	2116	2116000011	N/A	\$47,913.00
6	100000	Non-Program	N/A	OTHR-00000000-GG	512075	2114	2114110001	N/A	\$91,078.00
7	720040	Non-Program	N/A	OTHR-00000000-GG	512075	1514	1514120012	N/A	\$22,488.00
8	720040	Non-Program	N/A	OTHR-00000000-GG	512075	1514	1514120013	N/A	\$22,488.00
9	720000	Non-Program	N/A	OTHR-00000000-GG	512075	1317	1317111101	N/A	\$64,357.00
TOTAL AMOUNT									\$2,937,742.00

FUND OVERRIDE ☐

3000016400

Passed by the Council of The City of San Diego on JAN 30 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date of final passage FEB 06 2024.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **315328**

Passed by the Council of The City of San Diego on January 30, 2024, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, VON WILPERT, LEE, CAMPILLO,  
MORENO.

NAYS: NONE.

NOT PRESENT: ELO-RIVERA.

RECUSED: NONE.

VACANT: DISTRICT 4.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**DIANA J.S. FUENTES**

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-315328 approved on January 30, 2024. The date of final  
passage is February 6, 2024.

**DIANA J.S. FUENTES**

City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy