

**AGREEMENT**

**BETWEEN THE**

**CITY OF SAN DIEGO**



**AND**

**INVICTA CA CORP DBA ALLSTATE  
SECURITY**

**TO PROVIDE CITY WIDE SECURITY  
GUARD SERVICES**

## AGREEMENT

This Agreement (Agreement) 20000066-25-0 is entered into by and between the City of San Diego, a municipal corporation (City), and Invicta CA Corp dba Allstate Security, a corporation, (Contractor).

### RECITALS

- A. City wishes to retain Contractor to provide City Wide Security Guard Services (Services) as further described in the Scope of Work, attached hereto as Exhibit A.
- B. City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Services.
- C. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

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

### ARTICLE 1 CONTRACTOR SERVICES

**1.1 Scope of Services.** Contractor shall provide the City Wide Security Guard Services, Scope of Work, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Purchasing and Contracting 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:

Oscar Garcia  
Supervising Procurement Contracting Officer  
1200 Civic Center Plaza Suite 200  
619-236-6037  
olgarcia@sandiego.gov

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

### ARTICLE 2 DURATION OF AGREEMENT

**2.1 Term.** This Agreement shall be for an initial term of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Agreement for one (1) additional

one (1) one-year period. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Agreement shall be effective on April 1, 2025, in accordance with San Diego Charter Section 40 (Effective Date).

### **ARTICLE 3 COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$3,000,000.

### **ARTICLE 4 WAGE REQUIREMENTS**

**4.1 Wage Requirements.** This Contract incorporates by reference the City's Wage Requirements, attached hereto as Exhibit D.

### **ARTICLE 5 CONTRACT DOCUMENTS**

**5.1 Contract Documents.** This Agreement including its exhibits completely describes the goods and services to be provided.

**5.2 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

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

CONTRACTOR  
Invicta CA Corp dba Allstate Security

CITY OF SAN DIEGO  
A Municipal Corporation

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

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

Name: ALS

Name: Claudia Abarca

Title: Operating Partner

Director, Purchasing & Contracting

Date: Mar 27, 2025

Date: Apr 3, 2025

Approved as to form this Third day of  
April, 2025.  
HEATHER FERBERT, City Attorney

By:  \_\_\_\_\_  
Mark Imada (Apr 3, 2025 10:28 PDT)

Deputy City Attorney

Mark Imada

Print Name

**EXHIBIT A  
SCOPE OF WORK**

**A. OVERALL REQUIREMENTS FOR THE SECURITY SERVICES**

The City of San Diego (City) is seeking security services on an as-needed basis at various City Departments and locations. The usage is not guaranteed. Location(s) may be added or deleted, and service hours may be increased or decreased at any given location at any time during the term of the Contract. The City agrees to provide the Contractor with a minimum notice period of forty-eight (48) hours, prior to implementing any changes. This notice period is intended to allow the Contractor adequate time to adjust staffing, scheduling, and resources accordingly. These requirements are not intended to limit the scope of work and duties of the Contractor. The Contractor is expected to conduct its operations in such a manner as to assure the purpose established herein.

Contractor shall offer the Services using a combination of roving foot patrols, vehicle patrols, and stationary guards. Services shall be performed by the following three (4) classifications, Basic Security Guard (armed and unarmed); Shift Lead Guard, and Field Supervisor as further described herein.

**B. COMMAND CENTER**

Contractor shall also maintain a fully staffed operation dedicated to the City 24 hours a day/ 7 days a week/ 365 days a year for the purpose of monitoring services under this contract.

**C. OVERALL REQUIREMENTS OF THE CONTRACTOR**

**1) Contractor Responsibilities**

a) Staffing

- 1) The Contractor shall provide on-site, Basic Security Guards at various City Sites as requested. The requirement may be every day, 24 hours, 7 days a week, including all City observed holidays. The Contractor's Basic Security Guards will be expected to provide excellent customer service to ensure that as many members of the public that need to use public facilities can do so safely and in a secure environment.
- 2) The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required herein as scheduled and to the satisfaction of the Contract Administrator.
- 3) The Contractor shall also maintain enough trained staff to cover vacations, illness, and emergency leave for staff assigned to this Contract.
- 4) Contractor shall perform personnel background checks on all personnel and update background checks on personnel assigned to infrastructure sites on an annual basis.
- 5) Security coverage for most sites necessitates 24-hour security.

Consequently, the shifts established by the Contractor must adhere to the provisions outlined in California Labor Code section 512. Moreover, in locations where round-the-clock security is essential, Contractor is obligated to deploy additional staff on-site to ensure that Basic Security Guards receive adequate lunch and break periods.

- 6) Contractor shall not change the account representatives assigned to the City's account without the prior written approval of the City. Contractor shall provide account representative(s) who have a minimum of five (5) years prior experience in accounts of similar type, size, and scope. Contractor shall clearly define what responsibilities these individuals will be charged with relative to this Contract.
- 7) All Security Guards must be on site at their scheduled post hours. Failure to appear on time without prior approval shall result in removal from the post. If a Basic Security Guard is unable to arrive on site at the designated time, the Basic Security Guard is responsible for contacting their supervisor immediately in order to assure all scheduled shifts are staffed according to the post hours.
- 8) Guards shall not have visitors, pets, friends, or family members at the site while the security guard is on duty.
- 9) Guards are prohibited from using music playing devices or ear plugs while the Basic Security Guard is on duty.
- 10) Guards are prohibited from sleeping while the Guard is on duty. If it is determined that a Guard is unaware of their surroundings or appears to be sleeping while on duty, their Field Supervisor shall be immediately notified, and the Guard shall be permanently relieved of their post. The City, in its sole discretion, may require that the offending Security Guard be removed entirely from servicing this Contract.
- 11) Contractor must ensure that security guards cooperate with any investigations and make any required court appearances or other appearances on behalf or upon request of the City.
- 12) Contractor shall respond to new service requests within 48 hours of the request. The request will describe the specific location and details of the work needed for the Contractor to provide adequate staff to fill the requirement.

b) Supervision

- 1) The Contractor shall have a minimum of one (1) Field Supervisor qualified to supervise and available to perform inspections. Weekly inspections are

required. The Contractor shall provide adequate supervision to ensure work is completed as specified in this Contract. This may be a working supervisor. Prior to start of Contract, the Contractor shall notify the Contract Administrator of the name of the Field Supervisor assigned to each location.

- 2) In the event Contractor changes the Field Supervisor assigned to this Contract, Contractor shall notify the Contract Administrator in writing prior to the start date of the new Field Supervisor. The Contractor shall also be responsible for ensuring that any new Field Supervisor understands the requirements of this Contract and shall attend a meeting with the Contract Administrator and the new Field Supervisor prior to commencement of work.

c) Uniforms

- 1) Contractor staff, including Field Supervisors, shall work in distinguishing, neat, and clean security guard uniforms, including badges, safety, and utility equipment, provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor.
- 2) Long pants shall be worn on each work shift. Shorts are unacceptable. Contractor's employees must look professional and have proper personal hygiene. Appropriate uniform shall be worn at all times, including personnel who are being trained.
- 3) Contractor shall ensure all security guards wear the designated and approved security guard service uniforms for the company that they represent. There are no exceptions. All security guard uniforms must be kept clean and professional at all times. Failure to maintain a neat, clean, and professional appearance and uniform may result in removal from the work site by the Field Supervisor, or Department Representative and needs to be replaced immediately at no additional charge to the City. Non-approved uniform attire may also result in removal from the work site.
- 4) Contractor shall have the ability to provide guards with 3 different uniform styles. Below are the types of uniforms that may be requested by City Departments.
  - a. Standard Clothing Uniform. Polo shirt with trouser and with a tactical style flashlight, cell phone and pepper spray
  - b. Tactical Uniform. A tactical style shirt and trousers with flashlight, pepper spray, impact weapon, and handcuffs
  - c. Enhanced Tactical Uniform. A tactical style shirt and trousers with pepper spray, impact weapon, handcuffs, and Taser with Level IIIA soft or hard plate body armor and handheld radio.

All equipment will be affixed to the Security Officer on a 2" black leather or pleather duty style belt with Velcro combo under belt or duty keepers.

d) Patrol Vehicle

Patrol vehicles must always be kept in good working condition. It is also the responsibility of the Contractor to make any repairs needed to the patrol vehicle within a reasonable time period, provided however that Contractor will always provide a patrol vehicle during the Services that is in good working condition. If the vehicle cannot be repaired before the beginning of the next day, another patrol vehicle must be supplied. Oil and fuel must be supplied by the Contractor. The patrol vehicle must have the Contractor's logo clearly visible on each side and be in good condition. The vehicle cannot have excessive dents or scratches.

e) Post Orders

Post Orders are provided by the City's Contract Administrator or Department Representative and are intended to provide locations, maps, times, and specific information on each location in the contract to provide the Contractor's security guard staff with a clear understanding of what is expected. Contractor is required to implement any updates or changes to the Post Orders within forty-eight (48) hours of receiving the updates or changed post orders from City staff. Specifications listed in the Post Orders are intended as a reminder of specifications that are already listed in this Exhibit B.

f) Reporting of Suspicious and Unauthorized Activity; Verbal Warnings.

Guards must report to the San Diego Police Department any suspicious, unauthorized, or unsafe activity including but not limited to unsecured structures or facilities, vandalism, damaged City property, or abandoned property 365 days/year. The call to San Diego Police Department will be to the non-emergency line (619) 531-2000 unless there is an emergency/urgent situation, i.e., medical assistance; violence, or breaking and entering, then the call should be placed via 911. Guards must give verbal warnings to gain compliance when necessary to enforce parking lot closures, enforce -park rules and regulations, to prevent and direct individuals from blocking walkways, building entries, park walkways and paths, or if necessary Guards should call the San Diego Police Department for assistance at all of the locations.

g) Contractor Response Time

The Contractor shall be able to provide Basic Security Guards to provide requested services, whether on-going or ad hoc, within 48 hours of request from the City.

h) Contractor Staff Reporting Procedures

- 1) All Contractor staff, including all Field Supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on the electronic or hard copy activity log provided by the Contract Administrator or Department Representative. The log may be electronic. The Basic Security Guard personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Field Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed, unless Contract can otherwise demonstrate timely completion of the Services to the City's satisfaction.

The log will be kept in a designated area identified by the Contract Administrator or Department Representative.

- 2) Contractor's Security Guards must be on site at the scheduled post hours. Failure to appear on time without prior approval shall result in removal from the post. Contractor shall ensure that if a Security Guard is unable to arrive on site at the designated time, the guard is responsible for contacting his or her Field Supervisor immediately in order to ensure that all scheduled shifts are staffed according to the post hours.

i) Emergency Calls

The Contractor shall provide all personnel with the equipment needed to make calls of an emergency and safety nature twenty-four (24) hours a day. Security Guards must intervene, as appropriate, with patrons to de-escalate potential problem situations and must document all such unusual or emergency situations in the Security Guard Patrol Log. Contractor shall provide a detailed incident report for any incident when San Diego Police Department or other emergency first-responder personnel report to the site. The Contract Administrator will provide the incident report form to the Contractor.

j) Quality of Work/Inspections

- 1) The Contractor shall provide quality security services for all sites. All work shall be performed in accordance with the Best Industry Standards and the site shall be kept secure in accordance with the safety and security standards specified throughout the Contract term.
- 2) Contractor shall perform regular and comprehensive inspections of each site to ensure that all work is completed in accordance with this Exhibit A. At a minimum, these inspections shall be performed on a weekly basis.
- 3) The Contractor shall meet with the Contract Administrator at least monthly at a regularly set date and time to evaluate services performed.
- 4) Inspections by Contract Administrator shall include the following:
  - a. The Contract Administrator will conduct regular inspections. Any performance deficiencies will be noted on the activity and incident report log and will be provided to the Contractor in writing within eight (8) hours of the noted deficiency.
  - b. Contractor shall correct all deficiencies noted by the Contract Administrator by the next business day unless otherwise directed by the Contract Administrator or Department Representative, or explain in writing why more than one business day is needed.

k) Customer Service Operation

- 1) Contractor shall provide a customer service operation for City's Contract Administrator or Department Representative(s). The customer service operation shall include access to a local number or a toll-free number and provision of an in-house customer service representative who is assigned and dedicated to the City.

- 2) The in-house customer service representative shall be knowledgeable and responsive relative to the Contract and customer services issues and available to the City. Customer service is required 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays; a two (2) hour response time is required for all customer service issues. A designated point of contact must be available after 5:00 p.m. and during holidays to address emergencies, such as instances where a Basic Security Guard fails to show up for their scheduled shift.

## **2) Safety Requirements**

- a) All work performed under this Contract will be performed in such a manner as to provide maximum safety to the public, clients and staff and shall comply with all applicable safety regulations. The Contractor is responsible for abiding by all CAL/OSHA requirements. Contractor acknowledges and agrees that contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA.
- b) Goods and services shall conform to the Safety Orders of the California State Division of Industrial Safety and the Occupational Safety and Health Act of 1970.

## **3) Materials and Equipment**

- a) Contractor must provide all Security Guards assigned to this Contract with the following equipment and supplies, unless otherwise instructed by Post Orders.

- 1) Uniforms:

A minimum of three (3) uniforms, including shirts, jacket, and trousers or a uniform allowance. Laundry service, or allowance, shall also be provided to clean uniforms. Additionally, one (1) set of protective rainwear shall be provided.

- 2) A two (2) way radio or a mobile (cellular) phone to communicate with the Contractor's office.
- 3) Two-way NON-FAMILY CHANNEL / FCC compliant radios must be provided to guards and two additional handheld radios must be provided to departments requesting radios.
- 4) Patrol log or notebooks for writing details and appropriate reporting forms.
- 5) Patrol vehicle for City sites requiring vehicle roaming patrol or as required.
- 6) Contractor is solely responsible to ensure that all Armed Guards have an appropriate firearm and are appropriately licensed for the specific firearm.
- 7) Safety equipment such as required Personal Protective Equipment to include eye protection, hearing protection, and gloves as needed.
- 8) Metal Detector Wands:

Contractor shall provide metal detector wands and training needed to deploy the service at the requested location. Some sights will have walk through metal detectors and guards shall know how to operate.

- b) Contractor shall maintain all materials and equipment in good working order. In the event any equipment fails to function, the Contractor shall arrange for immediate replacement, including patrol vehicles if furnished. The Contractor shall be responsible for supplying batteries for all equipment, including City issued pagers, if any.
- c) Contractor shall be responsible for paying for repairs to City equipment and for damage which is not a result of 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.

#### **4) Keys and Employee Identification Badges**

- a) City keys supplied to the Contractor shall not be shared or loaned out. They must be retained by authorized Contractor staff to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the Contract. These requirements also apply to all access codes provided to Contractor, Field Supervisors, and Basic Security Guards to gain entrance to City facilities.
- b) Contractor and its employees shall not duplicate City keys supplied to Contractor. Lost keys shall be reported immediately to the Contract Administrator.
- c) All keys are the property of the City and shall be returned upon completion or termination of the Contract. If the Contractor loses or improperly disseminates any of the keys during the term of the Contract or fails to return the keys immediately upon completion or termination of the Contract, the Contractor shall pay the City for the cost of re-keying the locks; such costs may be retained from payment. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor; such costs may be retained from monthly payments.

#### **5) Job Sites Duties**

- a) Duties of All Shifts
  - 1) All shifts shall be performed as part of the work schedule and hours provided in Section I. Site Specific Specifications and/or as described in an approved Attachment 2 – Service Request Form. Any changes shall remain within the overall scope of the Contract.
  - 2) Security Guards shall rove with a vehicle or by foot, be based wherever necessary, and will be responsible for patrolling the areas specified.
  - 3) Security Guards shall secure and protect specified areas and resources by watching for fire, theft, any illegal activity, utility failures, water breaks, and any facility or park electrical fixture not working. Upon finding any

minor, major, or emergency utility failure, a Security Guard shall prepare an incident report for the City with the location and nature of the problem.

- 4) In the case of an emergency utility failure, the Security Guard shall immediately notify the City of San Diego, Emergency Operations "Station 38" dispatch at (619) 527-7660.
- 5) In the case of fire, theft, or any crime in progress, Contractor shall call 911 to report the emergency.

## **6) Court Appearances**

- a) If an incident arises during the course and scope of a Field Supervisor or Security Guard performing services under the terms of this Contract and their appearance in court or other legal proceeding is determined by the City as necessary, Contractor shall ensure that the Field Supervisor or Security Guard makes a court appearance or appearance for other legal proceeding on behalf of the City. The City will pay the Contractor the regular hourly bill rate as specified on the invoice for the amount of time the Contractor employee spent in court, plus one-half ( $\frac{1}{2}$ ) hour travel time each way. Contractor must reflect court appearance hours on backup documents submitted with invoices, where the hours will be identified as "Court Appearance." If court appearances result in Contractor employee working more than forty (40) hours per week, then overtime of one and a-half ( $1\frac{1}{2}$ ) the hourly rate per job classification will be paid by the City. Contractor must reflect court appearance overtime hours on backup documents submitted with invoices, where the hours will be identified as "Authorized Overtime."

## **7) Security Rounds**

- a) Foot and vehicle patrol in conjunction with security rounds, are the primary responsibility of the Security Guard. Security of staff and facilities and the protection of the City's resources are paramount.
- b) Doors found unlocked outside of site specific normal business hours shall be re-locked and the actions shall be recorded in the patrol log. When a door is found unlocked, Security Guards shall open the door and check inside for any intruders or unauthorized persons. If unauthorized persons or intruders are found, Security Guards shall ask them their business. Security Guards shall follow Contractor's policy on unauthorized persons and get all possible information from this person or persons. San Diego Police Department may need to be called. If it is found that this person is allowed in the building, Security Guards shall still note the person's name and secure the door.
- c) Any water breaks, lights out or broken, and any damaged City property found, shall be recorded with the location and time by the Security Guard who shall report it to the City and submit an incident report before the end of their shift.
- d) Security Guards are not authorized to receive or hold any packages or money on the behalf of a tenant or clients.
- e) Security Guards shall follow any memos posted by the City that may require their orders to be periodically altered.

## 8) Patrol Log

- a) Once a Security Guard has all the post equipment and has assumed the post, they shall start their log entries. Security Guards shall note the time they assumed the post and list all equipment and its condition they assumed.
- b) The patrol log is a legal record of what takes place at the post. It shall be legibly written in black ink and only contain information and facts about the events or actions of the post. Security Guards shall not make any artwork, scribbling, or other such non-pertinent writing or marks in the patrol log.
- c) Additionally, patrol logs must be accurate and timely. An accurate log will reflect the true condition of the post as to the last entry. Patrol logs must reflect only things as they are, not how they should have been or are going to be. A timely patrol log reflects events as they happen. At no time will a Field Supervisor or Security Guard pre-enter events. Patrol logs will only reflect events that have happened or are happening.

## 9) Incident Reports

- a) Security Guards shall complete an incident report under circumstances stated in the Scope of Work. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, a date and time of the incident, full name of the Security Guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the Security Guard. Security Guards shall keep and maintain all incident reports and provide reports to the designated City staff and Contract Administrator.
- b) Security Check Point List
  - 1) Security Guards shall start a shift by checking for unlocked doors.
  - 2) Security Guards shall end a shift by checking for unlocked doors.
  - 3) Security Guards shall patrol around the outside of buildings, continually checking all doors to ensure they are locked. During shift, Security Guards shall patrol around the buildings to check for nuisances and hazards, including but not limited to individuals who may be trespassing or engaging in prohibited uses of the property or illegal activity. If the Security Guards encounter unauthorized persons in or around the buildings, Security Guard shall inform the unauthorized persons that they need to leave, or the police will be called to have them removed.

## D. GENERAL EXPERIENCE REQUIRED FOR UNARMED BASIC SECURITY GUARDS (BASIC SECURITY GUARDS)

The following general experience is required for basic security guards:

- 1) All Guards shall have permanent Guard Cards, issued by the State of California. Temporary or provisional cards are not acceptable.
- 2) All Basic Security Guards shall possess an acceptable level of agility, stamina,

overall good physical health, and be mentally sound to perform assigned duties.

- 3) All Basic Security guards shall have training in the administration of Naloxone in accordance with California state law; and, upon notice from City to Contractor, such security guards must carry and administer Naloxone in accordance with California state law.
- 4) All Basic Security Guards shall be capable of lifting 50 lbs. and standing up for up to eight (8) hours at a time.
- 5) All Basic Security Guards shall be proficient in English, both written and oral communication.
- 6) All Basic Security Guards shall be capable of operating and responding to radios, telephones, alarms, camera equipment and digital applications.
- 7) All Basic Security Guards shall have a minimum of two (2) years of experience in security guard or equivalent services (e.g., current, or retired law enforcement personnel).
- 8) Basic Security Guards must possess basic skills in preparing logs and reports.
- 9) Basic Security Guards must possess basic telephone etiquette.
- 10) Basic Security Guards must possess fundamental customer service skills.
- 11) Basic Security Guards shall have reviewed and understood the laws and regulations found in the California Business and Professions Code (B & P), California Penal Code (PC) and California Code of Regulations (CCR) governing the security industry.
- 12) Basic Security Guards must possess knowledge of common and acceptable patrol techniques.
- 13) Basic Security Guards must possess experience with fire protection and alarm systems.
- 14) Basic Security Guards must be proficient in operation of two (2) way radios.
- 15) Basic Security Guards must be trained in patrol vehicle driving.
- 16) Basic Security Guards must possess fundamental skills for interaction with San Diego Police Department (SDPD) officers and City personnel.
- 17) Basic Security Guards must possess fire detection, suppression, and life safety training.
- 18) Basic Security Guards must be proficient in crowd control.
- 19) Basic Security Guards must possess extensive customer service relations training.
- 20) Basic Security Guards must be experienced in property theft reduction.
- 21) Basic Security Guards must have an understanding of the lawful powers of arrest.

22) Basic Security Guards must have cardiopulmonary resuscitation (CPR) training.

**E. SPECIFIC EXPERIENCE FOR EACH ADDITIONAL CATEGORY OF SECURITY GUARDS OR STAFF ASSIGNED TO THIS CONTRACT**

**1) Armed Security Guard**

In addition to all of the above General Experience of All Basic Security Guards, the Armed Security Guards will be required to have the following:

- a) Permanent Guard Cards and Bureau of Security and Investigative Services (BSIS) Firearm certifications, issued by the State of California. Temporary or provisional cards are not acceptable. The contractor must provide every 6 months inspection documentations for BSIC Firearm Certifications to the contract administrator. Armed Security Officers are only authorized to carry firearms in a side mounted holster at hip or mid-thigh with no less than a LEVEL 2 holster and the caliber will be limited to 9mm, 40 Cal or 45 ACP. All ammunition will be purchased by the contractor and will be restricted to only hollow point expanding ammunition at the cost of the contractor. All ammunition will be replaced every annual calendar year. All Armed Security officers will assist in coordination with sworn law enforcement for any active shooter or any life safety imminent threat that has the likelihood hood to cause great bodily injury or death to another security officer, member of the public or any city employee that occurs in the Security Officers presence. Armed Security officers will be required to take additional 8-hour annual firearms course from an open range to include firearm operations from the holster. This course can be serviced in house if it is conducted by a certified firearms instructor at the cost of the contractor as long as all content are created from the holster. Contractors will also be required to provide 8 hours of annual de-escalation and defensive tactics to include arrest and control.
- b) A minimum of five (5) years of security guard experience of which two (2) years must be in protecting critical infrastructures against theft and vandalism, or the equivalent. The following experience will be considered equivalent to satisfying the overall requirement set forth in this section:
  - 1) Military: 2 years or more in any branch, with an honorable discharge.
  - 2) Police Officer: 2 or more years with acceptable performance.
  - 3) Graduate of a Police or Corrections Academy (must be POST CERTIFIED), and one (1)-year experience protecting critical infrastructures.
  - 4) Completion of Criminal Justice Degree, Associate or higher, and one (1) year experience protecting critical infrastructures.
  - 5) Completion of Homeland Security Degree, and one (1)-year experience protecting critical infrastructures.

**2) Shift Lead Security Guard**

Shift Lead Security Guards will be used for all locations with multiple guards assigned. In addition to all of the above General Experience of All Basic Security

Guards detailed in Section D, the Shift Lead Security Guards required to:

- a) Have site leadership responsibilities to include training, inspection, and site management,
- b) Generate and review reports,
- c) Monitor, report, and document compliance and infractions for HR purposes,
- d) Act as lead daily contact for the assigned location,
- e) Perform incident investigation,
- f) Perform investigation interviews.

### **3) Field Supervisor**

- a) Field Supervisor is responsible for leading and managing to achieve mission and objectives. This role involves providing strategic direction, overseeing day-to-day operations, and ensuring effective communication and collaboration within the department or division. The Field Supervisor plays a critical role in decision-making, resource allocation, and personnel management.
- b) Qualifications:
  - 1) Bachelor's degree in Criminal Justice or related field; Master's degree preferred or;
  - 2) Minimum of 8 years of leadership experience in a relevant field and;
  - 3) Strong leadership, decision-making, and problem-solving skills and;
  - 4) Excellent communication and interpersonal abilities and;
  - 5) Ability to work well under pressure and make sound decisions in high stress situations.

### **4) Metal Detector Services**

Guards shall provide metal detector services as requested, at designated locations specified by the City. The Contractor shall be responsible for training needed to deploy the service at the requested location.

### **5) Mobile Patrol**

Guards shall provide mobile patrol as requested, at designated locations specified by the City. Mobile Patrol will consist of driving to, in, and around designated sites and parking lots and visually inspecting all buildings/structures to make sure they appear secure and surrounding area is safe.

## **F. OVERALL REQUIRED HOURS AND DAYS OF SERVICES**

Contractor understands and agrees that security services are required for various City sites 24 hours a day, 7 days a week and three hundred sixty-five (365) days of the year basis. Therefore, City observed holidays do not signify that security services are not required at those sites.

The following are City Observed holidays:

- a) New Year's Day
- b) Dr. Martin Luther King Jr.'s Birthday
- c) Washington's Birthday
- d) Caesar Chavez Day
- e) Memorial Day
- f) Juneteenth Day
- g) Independence Day
- h) Labor Day
- i) Veteran's Day
- j) Thanksgiving Day
- k) Christmas Day

#### **G. 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 (1 1/2) the hourly bill rate per job classification. Overtime must be approved, in writing, by the Contract Administrator or Department Representative in advance. The Contractor will not be compensated for overtime to compensation for shortages of personnel, if guard is late, or the Contractor does not have enough staff to fill full 8-hour shifts. The City is not responsible for overtime created due to overlapping shifts of the any job classification. Guards must remain on duty until properly relieved. City Observed Holidays fall under Overtime rates.

#### **H. SECURITY GUARD SERVICE LOCATIONS**

The City reserves the right to add or remove locations during the term of the contract. New or revised services shall be in accordance with Section J. Additional Service Requests.

#### **I. SITE SPECIFIC SPECIFICATIONS**

##### **1) LIBRARY DEPARTMENT**

Security guards serving any Library Department location must have training in the administration of Naloxone in accordance with California state law; and, upon notice from City to Contractor, such security guards must carry and administer Naloxone in accordance with California state law.

##### **a) Standard Security Operating Procedures**

- 1) The total estimated number of hours required for the Central Library is approximately 24,804 hours per year or four hundred seventy-seven (477) hours per week. The Central Library will require eight (8) guards per day including the coverage needed for overnight patrol. The number of hours required may be subject to change due to security needs and available budget.

b) Hours

- 1) See Attachment 1 for hourly breakdown for each Library location.
- 2) Guards must report to the Security Supervisor during open business hours and under ordinary circumstances.
- 3) The Security Supervisor or Library Administration staff shall be contacted for assistance to deal with any problems with Library patrons that cannot be resolved immediately.

c) Equipment

- 1) Guards must carry a communication device (radio, cell phone, etc.) at all times while on duty and on breaks.

d) Security Desk

- 1) Guards must read previous shift logs and reports at the beginning of each shift and acquaint themselves with pertinent information and security concerns.
- 2) One (1) Guard is to remain at the Security Desk to monitor the front gate and camera at all times when the building is open to the public. The Guard is to stay alert for potential problems and observe everyone entering and leaving the Library.

e) Patrol

- 1) The other Guards shall make rounds of the public floors every half hour, checking each restroom and aisle thoroughly for potential problems. A sign-in sheet is to be initialed at the desk on every floor. At least forty – five (45) minutes of each round shall be spent away from the first floor Security Desk. A check system shall be in place to ensure security officers are actively patrolling as assigned.
- 2) Forty-five (45) minutes of each round is to be spent patrolling the outside of the building including the exterior perimeter, parking garage level P1, and parking garage level P2. Persons loitering on the sidewalks are to be asked to move along.
- 3) This is a public building. Patrons must obey the Rules of Conduct for Library Patrons or be subject to suspension. More information can be found at <https://www.sandiego.gov/sites/default/files/di1401rulesofconduct.pdf>
- 4) Guards are not to detain or question a person in an isolated area without a second person present. In case it is necessary to detain someone, always notify the Lead Security Supervisor or Librarian In-Charge of Central Library.

f) Library Standing Orders that Apply to All Library Facilities

- 1) Guards at all Library facilities shall prepare daily security reports and logs that indicate activities occurring in the facility, its perimeter, and where applicable, its grounds and parking lot in accordance with Standard Security Operating Procedures for each facility. These reports are to be made available to the Contract Administrator and other designated staff upon request. Guards shall read previous shift logs and reports at the beginning of each shift and acquaint themselves with pertinent information and security concerns.
- 2) Guards shall use a designated telephone at each facility for job related outgoing calls unless there is an emergency. This telephone is to be used for Library business only. Pay phones at each facility are available for personal and public use. Guards may place a call for a patron only in the event of an emergency.
- 3) Guards at all Library facilities shall comply with and enforce the Rules of Conduct for Library Patrons. Guards shall ask patrons who refuse to obey the rules to leave the premises. Reasonable force is to be used only if Guards are physically threatened or if they feel another person's safety is in jeopardy. If necessary, Guards are to call the San Diego Police Department for assistance.
- 4) Guards shall promptly, but tactfully, remove intoxicated, loud, and disruptive people from the building. If the person will not leave willingly, Guards should call San Diego Police Department for assistance. When in doubt, the Guard shall always check with the Branch Manager before taking action.
- 5) If the library staff requests surveillance of a patron, that patron is to be observed only and not confronted without cause.
- 6) Guards at all Library facilities shall call San Diego Police Department to report any outside disturbance near the facility entrance, before and after Library business hours
- 7) Guards at all Library facilities shall be required, for other locations, within a two (2) block area of the Library facility
- 8) In emergency situations (e.g., fire, flood, earthquake, bomb threats, riots), Guards shall follow instructions outlined in the Standard Security Operating Procedures and the Emergency Manual for each facility

### **1.1 CENTRAL LIBRARY**

#### **a) Provisions Specific to Central Library**

- 1) At the Central Library, Guards must always notify the Lead Guard / Lead Security Supervisor and Librarian In-Charge when the San Diego Police Department has been called. In Branch Libraries the Branch Manager or their designee must be notified.

- 2) Guards shall follow procedures for opening, closing, and securing the building and responding to gate alarms.
- 3) .
- 4) .
- 5) Duties shall be detailed in the Standard Security Operating Procedures for each Library facility. The Library may add in writing further duties that are reasonable and within the capabilities of the Guards if necessary. Any changes shall remain within the overall scope of the contract.

## **1.2 BRANCH LIBRARIES**

### **a) Standard Operating Procedures**

- 1) The total estimated number of hours required for the Branch Library locations is approximately 49,972 hours per year or nine hundred sixty-one (961) hours per week. The number of hours may be subject to change due to security needs and available budget.

To help fulfill the Library's public service mission, it is essential that the Security Guards interact positively with both the public and the staff at all times. The work entails constant public contact with a diverse clientele which requires sensitivity and skills in human relations. The standard operating procedures are established for the conduct of Security Guards providing security services at Branch Libraries.

### **b) Check-In Procedures**

- 1) Guards shall check-in with the Branch Manager or their designate upon starting their shift. At check-in, Guards shall be given the activity sheet to record daily information.
- 2) Guards shall sign-in on the activity sheet with date, time, and name on a daily basis.

### **c) General Instructions**

- 1) Guards must report to the Branch Manager or their designate during normal business hours and under ordinary circumstances. The Branch Manager's instructions are to be followed at all times.
- 2) Guards shall read previous day's log and reports at the beginning of their shift and acquaint themselves with pertinent information and security concerns.
- 3) Guards shall patrol in accordance with the Post Orders Duties outlined for each branch library.
- 4) Patrol the building and grounds throughout the shift. This includes the

public restrooms as well as outside the building.

- 5) It is important that Guards regularly walk throughout the building; Guards shall patrol twenty-five (25) of every thirty (30) minutes.
- 6) If there are two (2) Guards, they shall not be stationed together. They may update one another, but shall not sit, stand, or patrol as a team, unless a particular situation warrants it.

d) Gate Alarm Procedures

- 1) When gate alarm sounds: Guard shall politely ask person to step aside. Check with patron to assure that any library material they may have is properly checked out. If the material is checked out, take it to the circulation desk to be deactivated again.
- 2) If alarm continues, politely check all packages and briefcases with patron approval.
- 3) If alarm continues thereafter and patron denies possession of library material, politely request the patron to accompany Guard to the librarian's office and consult with the Branch Manager to resolve the problem.
- 4) If the problem cannot be resolved, call the San Diego Police Department.

e) Closing Procedures

- 1) The Guard shall notify patrons that the library is closing about ten (10) minutes before closing. They shall walk through the entire building, checking all areas and/or rooms and quietly tell the patrons they have about five (5) or ten (10) minutes before the library closes. Shouting and endless repetition of the message is not permitted. Bull horns or other amplification devices may not be used. Patrons have the use of the library until the building is officially closed.
- 2) After the last patron has left and the front door is locked by the library staff, the Guard shall check the restrooms and other secluded areas of the library to make sure all patrons have exited, and windows are closed. The Guard shall exit the building with the rest of the library staff.

f) Reports

- 1) Guards shall complete an incident report under circumstances involving a patron that has been issued a suspension letter and under circumstances when the San Diego Police Department is summoned. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, date and time of the incident, full name of the security guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the guard. Keep and maintain all incident reports and

provide reports to the designated City staff.

- 2) Guards are responsible for keeping a log of the daily occurrences on the activity sheet they sign-in on at the start of their shift. All occurrences requiring an incident report and accident report shall also be noted on the activity sheet. The activity sheet will be turned into the Branch Manager at the end of the week and shall be considered the official record of the weeks work.

g) Locations of Branch Libraries

Location	Address
Allied Gardens/Benjamin Branch Library	5188 Zion Avenue San Diego, CA 92120-2728
Balboa Branch Library	4255 Mt. Abernathy Avenue San Diego, CA 92117-5028
Carmel Mountain Ranch Branch Library	12095 World Trade Drive San Diego, CA 92128-3709
Carmel Valley Branch Library	3919 Townsgate Drive San Diego, CA 92130-2584
City Heights/Weingart Branch Library	3795 Fairmount Avenue San Diego, CA 92105-2605
Clairemont Branch Library	2920 Burgener Boulevard San Diego, CA 92110-1027
College-Rolando Branch Library	6600 Montezuma Road San Diego, CA 92115-2828
Location	Address
Kensington-Normal Heights Branch Library	4121 Adams Avenue San Diego, CA 92116-2507
Location	Address
La Jolla/Riford Branch Library	7555 Draper Avenue La Jolla, CA 92037-4802
Linda Vista Branch Library	2160 Ulric Street San Diego, CA 92111-6628
Logan Heights Branch Library	567 S. 28 <sup>th</sup> Street San Diego, CA 92113-2438
Mira Mesa Branch Library	8405 New Salem Street San Diego, CA 92126-2398
Mission Hills Branch Library	925 W. Washington Street San Diego, CA 92103-1895
Mission Valley Branch Library	2123 Fenton Parkway San Diego, CA 92108-4739
Mountain View/Beckwourth Branch Library	721 San Pasqual Street San Diego, CA 92113-1839
North Clairemont Branch Library	4616 Clairemont Drive San Diego, CA 92117-2701
North Park Branch Library	3795 31 <sup>st</sup> Street San Diego, CA 92104-3720
North University Community Branch Library	8820 Judicial Drive San Diego, CA 92122-4684
Oak Park Branch Library	2802 54 <sup>th</sup> Street San

	Diego, CA 92105-4941
Ocean Beach Branch Library	4801 Santa Monica Avenue San Diego, CA 92107-2810
Otay Mesa-Nestor Branch Library	3003 Coronado Avenue San Diego, CA 92154-2198
Pacific Beach/Taylor Branch Library	4275 Cass Street San Diego, CA 92109-4005
Paradise Hills Branch Library	5922 Rancho Hills Drive San Diego, CA 92139-3137
Point Loma/Hervey Branch Library	3701 Voltaire Street San Diego, CA 92107-1606
Rancho Bernardo Branch Library	17110 Bernardo Center Drive San Diego, CA 92128-2002
Rancho Peñasquitos Branch Library	13330 Salmon River Road San Diego, CA 92129-2641
San Carlos Branch Library	7265 Jackson Drive San Diego, CA 92119-2314
San Ysidro Branch Library	101 W. San Ysidro Boulevard San Diego, CA 92173-2516
Scripps Miramar Ranch Branch Library	10301 Scripps Lake Drive San Diego, CA 92131-1026
Serra Mesa-Kearny Mesa Branch Library	9005 Aero Drive San Diego, CA 92123-2312
Skyline Hills Branch Library	7900 Paradise Valley Rd San Diego, CA 92139-1460
Tierrasanta Branch Library	4985 La Cuenta Drive San Diego, CA 92124-2601
University Community Branch Library	4155 Governor Drive San Diego, CA 92122-2501
University Heights Branch Library	4193 Park Boulevard San Diego, CA 92103-2510
Location	Address
Valencia Park/Malcolm X Branch Library	5148 Market Street San Diego, CA 92114-2209

**2) DEVELOPMENT SERVICES CENTER (DSC)**

**a) Basic Duties**

- 1) Security Guards, when reporting in for duty at the Development Services Center (DSC) at City Operations Building (COB) or 7650 Mission Valley Road (MV), shall then report to the Guard station on the third floor and collect the keys from the guard they are relieving. A locked drawer is provided to lock logs, radios, telephones, paperwork, or personal items when on duty. Any special instructions will be left there by the Building Manager or other Security Guards. Phones in the building are for emergency use only. Cell phones shall be carried at all times while on duty. When not on security patrol duty, the Guard shall be at the Security Guard station. If unauthorized persons are observed entering the building, check the incident out and remove that person from the building, except for unusual evening meetings. For entry into the building after hours (5:00 p.m. to 6:45 a.m.), a valid picture I.D. is required. All persons must sign in and out on the log provided.

- 2) Security Guards shall log in all equipment received at shift turnover (e.g., radio, pager, door control pager). Guards shall complete an incident report under circumstances involving a patron that has been issued a suspension letter and under circumstances when the San Diego Police Department is summoned. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, a date and time of the incident, full name of the security guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the guard. Keep and maintain all incident reports and provide reports to the designated City staff.
- 3) Provide a visible security presence and actively monitor video surveillance system, customers, and staff traffic during entire shift.
- 4) For DSC emergency elevator problems, when Guards observe people who are trapped in the elevators, Guards shall call the Fire Department and Station 38 and inform them of the problem. Guard shall notify Building Manager at COB or the Building Supervisor at MV.
- 5) If evening meetings are scheduled, Guards shall be stationed at the Guard station. All employees or visitors to the building shall be asked to sign in and out.
- 6) If no meetings are scheduled, starting at time specified in Post Orders, Guards shall commence making rounds. Rounds shall be made eight (8) times per shift or one (1) per hour.
- 7) Areas of responsibility for all Guard shifts are all floors of the DSC, outside of building, loading dock, and DSC parking lot.
- 8) Guards shall provide metal detector services and be responsible for the training needed to provide the service at the MV location.
- 9) Upon request, escort employees from DSC exit to their cars in the DSC parking lot.

b) Development Services Center

- 1) Location: 1222 First Ave, San Diego, CA 92101
- 2) Daily, Monday through Friday (excluding City holidays)

Basic: 7:00 a.m. to 4:00 p.m.

Basic: 6:00 a.m. to 2:00 p.m.

Basic: 2:00 p.m. to 7:00 p.m.

- 3) Weekends

Basic Guard: 6:00 a.m. to 2:00 p.m.

c) DSD Headquarter:

- 1) Location: 7650 Mission Valley Road, San Diego, CA 92108

Daily, Monday through Friday (excluding City holidays)

Basic: 8:00 a.m. to 5:00 p.m.

3) **20<sup>TH</sup> AND B**

a) **Location**

The 20<sup>th</sup> and B Front Gate is located at:  
1970 B Street  
San Diego, CA 92102

b) **Basic Duties**

- 1) The following duties shall be performed as part of the work schedule and hours as described hereafter. Two (2) Guards required on-site at all times.
- 2) Guards shall prepare daily security reports that indicate activities occurring in the Facility.
- 3) Between 5:00 p.m. and 8:00 a.m., Monday through Friday, excluding City holidays, one (1) guard shall remain at the Guard shack and shall monitor the general coming and going of all vehicles.
- 4) The other guard shall be patrolling the site on an hourly basis. There are twenty (20) wand locations, guard shall check in at as part of each patrol. Intentional damage by the guards to the wand or check points will be repaired at Contractors expense.
- 5) At 5:30 p.m., Monday through Friday, the gate shall be closed and shall remain closed until 6:00 a.m. on the next business day, except to allow egress for vehicles.
- 6) After 5:00 p.m., Monday through Friday, Guard shall log all vehicles entering and leaving the facility until 6:00 a.m. on the next business day.
- 7) After 6:00 p.m., Monday through Friday, through 6:00 a.m. hours on the next business day the Guard shall make a roving patrol of the facility, every hour, checking all check points. Each round should last approximately forty (40) minutes to ensure guard presence throughout the yard. The patrol may be made on foot or on Contractor provided bicycle.
- 8) All Guards shall check in with Station 38 at the beginning of each shift and approximately halfway through each shift.
- 9) Guard supervisors shall review logs and wand analysis reports weekly to verify guard performance.
- 10) The City may add, in writing, further Basic Duties limited to the general scope of this contract, if necessary.

- 11) Service for the 20<sup>th</sup> and B Station shall consist of two (2) Guards during hours specified below. While on patrol, which shall be made regardless of weather conditions, Guards shall watch for fire, theft, and utility failures (e.g., plumbing breaks and smoking or flickering electrical fixtures). Upon finding any utility failure, the Guards shall notify the Station 38. If Guard observes any unusual activity, they shall notify Station 38 by radio and if they deem it necessary, ask for assistance. Should any alarms, silent or audible, be set off, Guards shall respond by observing the situation and calling Station 38 by radio or the City of San Diego Police Department or Fire Department as appropriate, by telephone. A cellular telephone shall not be used for this purpose.
- 12) A detailed post order for this site will be provided to the awarded Contractor.

c) Hours

- 1) Two (2) Guards required twenty-four (24) hours per day, Sunday through Saturday including all City observed Holidays.

**4) CITY ADMINISTRATION BUILDING (CAB)**

a) Basic Duties

- 1) Security Guards, when reporting for duty at the City Administration Building (CAB), shall pass on the keys from the previous shift. The Guard shall then report to the Guard station on the first floor at west entry doors. Prior to starting the shift, Security Guard shall read previous shifts Daily Activity Report for any updates or pass-downs. A cabinet is provided for logs, radios, telephone, paperwork, or personal items when on duty. Any special instructions shall be left there by the Building Manager. Phones in the building are for emergency use only. The cell phone shall be carried at all times while on duty. When not on security patrol duty, the Guard shall be stationed at the Security Guard station where they will have an unobstructed view of the east and west entry doors, observation monitors, and the elevator monitors that show movement from floor to floor. Monday through Friday, the Guard on duty at CAB will be standing at the Security Station, with a view of the monitor, screening persons entering the building. While so stationed, the Guard shall greet persons entering the building. Upon request, Security Guard shall offer assistance or information to visitors.
- 2) If unauthorized persons are observed entering the building, Guards are to check the incident out and if necessary, remove that person from the building. Except for unusual nighttime meetings, for entry into the building after hours, a valid picture ID is required. All persons must sign in and out on the log provided.
- 3) Guards are to log in all equipment received at shift turnover (keys, Nextel telephones, radio, wand, pager, etc.)
- 4) For CAB emergency elevator problems, when Guards are aware of people who are trapped in the elevators, Guards are to call the Fire Department and inform them of the problem.

- 5) If evening meetings are scheduled, Guards are to stay at Guard station and let people in. All persons entering the building are to sign in and out.
- 6) If no meetings are scheduled, Guards shall commence making rounds at time specified in Post Orders. If while on rounds, Guard is paged to let somebody into building, etc., Guard shall report to entry doors. Rounds shall be made four (4) times per shift. Guard shall assure entry doors are locked and pulled shut. The graveyard shift Guard shall remain at Guard station on weekdays from 6:00 a.m. to 8:30 a.m. to monitor people entering the Facility.
- 7) The graveyard shift shall report directly to the Guard station on the 1st floor. Receive any pertinent information, messages, instructions, etc.
- 8) Areas of responsibility for all shifts are all floors of CAB and immediate perimeter of building.
- 9) In case of fire, call the Fire Department (911) and Station 38. Open locked doors for emergency personnel and assist if needed. When fire or trouble is under control, call Central Power (619) 236-6504 and the Building Manager and inform of incident.
- 10) At the end of the shift, pass down Post Orders, keys, phone, and check out.

b) Location

The City Administration Building is located at:  
 202 C Street  
 San Diego, CA 92101-4806

c) Hours

- 1) Two (2) Guards required twenty-four (24) hours per day, Sunday through Saturday including all City observed Holidays.

**5) HARBOR DRIVE PEDESTRIAN BRIDGE**

a) Basic Duties

- 1) Security Guards, when reporting for duty at the Pedestrian Bridge, shall pass on the keys from the previous shift. The Guard shall then report to the Guard station on the first floor at west entry doors. Prior to starting the shift, Security Guard shall read previous shifts Daily Activity Report for any updates or pass-downs. The cell phone shall be carried at all times while on duty. When not on security patrol duty, the Guard shall be stationed at the Security Guard station where they will have an unobstructed view of the elevator.
- 2) If unauthorized persons are observed entering the elevator, Guards are to check the incident out and if necessary, remove that person from the elevator.
- 3) Guards are to log in all equipment received at shift turnover (keys, Nextel

telephones, radio, wand, pager, etc.)

- 4) For emergency elevator problems, when Guards are aware of people who are trapped in the elevators, Guards are to call the Fire Department and inform them of the problem.
- 5) Guards shall commence making rounds at time specified in Post Orders. If while on rounds.
- 6) In case of fire, call the Fire Department (911) and Station 38. When fire or trouble is under control, call Central Power (619) 236-6504 and the Building Manager and inform of incident.

b) Location

Harbor Drive Pedestrian Bridge is located at:  
88 1/3 Park Boulevard  
San Diego, CA 92101

c) Hours

- 1) Two (2) Guards required twenty-four (24) hours per day, Sunday through Saturday including all City observed Holidays.

6) **CITY TREASURER**

a) Standard Security Operating Procedures

- 1) With respect to all services provided to the department, Contractor shall ensure that its security guard(s) fulfill the following operational roles and responsibilities at the Facility, which includes the main lobby of the Office of the City Treasurer, elevators, and parking facility.
- 2) Provide a visible security presence to reduce physical security risk and actively monitoring video surveillance system, customer, and staff traffic during entire shift.
- 3) Escort depositors from building parking garage into City suite.
- 4) Perform armed inspection rounds twice daily to determine that gates, doors, windows, and facility equipment have not been vandalized or tampered with.
- 5) Open main lobby doors to the public at the scheduled time in the morning.
- 6) Respond to emergency situations while on patrol at facilities and notify the Contract Administrator when an emergency occurs.
- 7) Investigate unusual or suspicious conditions including potential safety hazards.
- 8) Prevent trespassing or, damage to, or theft of City property.
- 9) Report a dishonest or criminal act committed on City premises by City

personnel or other persons.

- 10) Be vigilant about peoples' behaviors and situations that could potentially be disruptive or present a physical security risk to the office and City staff and take appropriate actions to diffuse the situation including notifying the Contract Administrator
- 11) Monitor admittance of personnel and authorized visitors to City facilities.
- 12) Inspect parking areas, ensuring gates/doors are locked.
- 13) Provide other security-related duties as may be required by the City.
- 14) Answer general questions from the public regarding the nature of their visit by knowledge of guidelines and required forms the customer may need.
- 15) Verify City ID prior to granting access to the suite.
- 16) Sign-in any City employee not with the Office of the City Treasurer before entry to the suite is granted.
- 17) Close and lock the lobby doors at the scheduled time in the evening.
- 18) At the end of the shift, perform a perimeter check to ensure all entry/exit doors are locked and no unauthorized persons are in the suite.

## 7) **PARKS AND RECREATION**

### **ROSE CANYON OPERATION YARD**

#### a) **Introduction**

The Rose Canyon Operation Yard security post primary responsibility is theft prevention, security of all the facilities, structures, and equipment, and to provide assistance and information to persons the guards come into contact with during normal patrol duties.

#### b) **Location**

The Rose Canyon Operation Yard is located at:  
3775 Morena Boulevard San Diego, CA 92117

#### c) **Hours**

One guard to work (Monday through Friday – 10:00 PM to 6:30 AM) to staff the security guard station at the entrance to the Rose Canyon Operation Yard. One guard to work one eight hour shift each over 24 hours – Saturday, Sunday, and City Holidays. Each shift shall include a half hour lunch break.

Saturday, Sunday and City Holidays

- 1) A Shift = 6:00 am – 2:30 pm
- 2) B Shift = 2:00 PM – 10:30 PM
- 3) C Shift = 10:00 PM – 6:30 AM (Saturday, Sunday, and City Holidays).

4) D Shift = Emergency or Special Event shift on an as needed basis.

d) Beginning of Shift

When Security Guards arrive on duty, Guards shall report to the Security Office located at the entrance of Rose Canyon Operation Yard. Security Guards shall check for any information, updates, or special directions. Guards shall sign in on the Security Guard Patrol Log. If any of the post equipment is missing, Guards shall contact the Supervisor and make a note of the item(s) that are missing or damaged in their patrol log. Guards shall include the time, date, item, and their name in the log. Security Guards shall be responsible for all post equipment. Guards and Security Company are responsible for any broken or damaged City equipment caused by Guards.

e) Security Office Duty

Security Guards shall open entrance and exit gates. All vehicles entering the yard must be driven by a City employee. If unsure, Security Guards shall request to see a City I.D. or enter the person's information in the patrol log. Guards shall use driver's license information if City I.D. is not available. Guards shall prevent theft and any damage to City property. If someone wants to enter who is not a City employee, they must have an appointment. Guards shall record the name of the person and the appointment.

f) Patrol Rounds

- 1) Every thirty (30) to sixty (60) minutes, Security Guards shall conduct a foot patrol of the complete Rose Canyon Operation Yard. Security Guards shall check for any open or unlocked doors on facilities that should be locked.
- 2) Some facilities will remain open twenty-four (24) hours a day. If any alarms, silent or audible, are activated guards shall respond by investigating the alarms/open facility. Based on what the investigation reveals guard may call their supervisor, Station 38 (619) 527-7660, or San Diego Police and Fire Departments.
- 3) At the beginning of each foot patrol, Guards shall close (Do Not Lock) the front entrance/exit gates and reopen the gates when the Security Guard has completed the foot patrol and returned to the security office.
- 4) Failure to complete the patrol route may be cause for removal from this site.
- 5) Beginning at 5:00 a.m., Security Guards shall open the entrance gate while conducting foot patrols (except Saturday, Sunday, and holidays, Guards shall close gates, but not lock gates).
- 6) One time within each eight (8) hour shift, each guard shall open the exterior gate and walk the outside of the operation yard fence line and shall check its security.

g) End of Shift

Security Guards shall meet with previous shift Guards at the Security Office and shall give all the post equipment (site keys, mobile phone, etc.) to the incoming Guard. Security Guards shall relay any information about special instructions, special events, or problem areas to the incoming Guards. Security Guards shall secure and return all post equipment to the Security Office. If any item(s) are missing or damaged, Security Guards shall make a note of the item(s). Guards shall complete an incident report under circumstances involving a patron that has been issued a suspension letter and under circumstances when the San Diego Police Department is summoned. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, a date and time of the incident, full name of the security guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the guard. Keep and maintain all incident reports and provide reports to the designated City staff. Guards shall return and sign out on the patrol log. The last shift of the day shall secure Security Office and all equipment.

**MISSION BAY PARK, SHORELINE PARK, AND PRESIDIO PARK MOBILE PATROL, GATE AND FACILITY CLOSURES/OPENING, AND GENERAL INSPECTION**

- 1) Guards shall monitor, secure, and protect the historic park structures and plant material in the gardens by giving verbal warnings, or if necessary, calling the San Diego Police Department for assistance.
- 2) Guards shall close and lock all designated and approved gates. If there are any non-City vehicles still parked in any of the parking lots, and there is no one near the vehicle that could be the owner, the gates will still need to be locked and the vehicle information entered into the patrol log. There will be signs with the Security's mobile phone number for patrons to contact in an emergency.

**MISSION BAY PARK LOCATIONS:**

- 1) Bahia Point – Gleason Road, SD, CA 92109
  - Lock & unlock gates and roving patrol
- 2) Mission Point – 2600 Bayside Lane, SD, CA 92019
  - Lock at 10:00 PM & unlock at 4:00 AM
- 3) Bonita Cove (East & West) – 1100 West Mission Bay Drive, SD, CA 92109
  - Lock at 10:00 PM & unlock at 4:00 AM and roving patrol
- 4) Bonita Cove South – 3021 Mission Blvd, SD CA 92109
  - Roving patrol only – no gates at this location
- 5) Crown Point Shores – 3700 Corona Oriente Rd, SD CA 92109
  - Lock at 10:00 PM & unlock at 4:00 AM and roving patrol
- 6) De Anza Cove – 3000 North Mission Bay Drive, SD, CA 92109
  - Roving patrol only – no gates at this location

- 7) El Carmel – 1220 El Carmel Place, SD, CA 92109
  - Roving patrol only – no gates at this location
- 8) Fanuel Street Park – 4024 Fanuel Street, SD, CA 92109
  - Lock (2) gates at 10:00 PM and roving patrol. No unlock service need.
- 9) Fiesta Island – Fiesta Island Rd & East Mission Bay Drive, SD, CA 92109
  - Lock at 10:00 PM & unlock at 4:00 AM
- 10) Hospitality Point – Quivira Court & Quivira Way, SD, CA 92102
  - Roving patrol only – no gates at this location
- 11) North Cove – Vacation Isle, SD, CA 92109
  - Roving patrol only – no gates at this location
- 12) Playa 1 – 3000 North Mission Bay Drive, SD, CA 92109
  - Roving patrol only – no gates at this location
- 13) Playa 2 – 2540 East Mission Bay Drive, SD, CA 92109
  - Roving patrol only – no gates at this location
- 14) Playa 3 – 1093 East Mission Bay Drive, SD, CA 92109
  - Roving patrol only – no gates at this location
- 15) Rose Marie Starn/South Shores – 500 Sea World Drive, SD, CA 92109
  - Roving patrol only – no gates at this location
- 16) Santa Clara – 1008 Santa Clara Place, SD, CA 92109
  - Roving patrol only – no gates at this location
- 17) Ski Beach North and South – 1600 Vacation Rd, SD, CA 92109
  - Roving patrol only – no gates at this location
- 18) Sunset Point – 1400 Dana Landing Road, SD, CA 92109
  - Roving patrol only – no gates at this location
- 19) Tecolote Playground – 1740 East Mission Bay Drive, SD, CA 92109
  - Roving patrol only – no gates at this location
- 20) Tecolote Shores – 1346 East Mission Bay Drive, SD, CA 92109
  - Roving patrol only – no gates at this location
- 21) Vacation Isle – 539 Hummingbird Lane, SD, CA 92019
  - Roving patrol only – no gates at this location
- 22) Ventura Cove – 3209 Gleason Road, SD, CA 92019
  - Lock at 10:00 PM & unlock at 4:00 AM

**SHORELINE PARKS LOCATIONS:**

- 1) Dog Beach – 5156 West Point Loma Blvd, SD, CA 92107
  - Lock at 10:00 PM & unlock at 4:00 AM
- 2) Kellogg Park/La Jolla Shores – Vallecitos & Camino del Oro, SD, CA 92037

- Lock at 10:00 PM & unlock at 4:00 AM
- 3) Mission Beach – 3000 Mission Blvd, SD, CA 92109
    - Roving patrol only – no gates at this location
  - 4) South Mission Beach – North Jetty Road & Mission Blvd, SD, CA 92109
    - Lock at 10:00 PM & unlock at 4:00 AM
  - 5) Palisades Park/Law Street Restroom Closure – 4861 Ocean Blvd, SD, CA 92109
    - Lock at 10:00 PM only. Maintenance will open.
  - 6) Sunset Cliff Park – Ladera Street & Cornish Drive, SD, CA 92107
    - Lock at 10:00 PM & unlock at 4:00 AM
  - 7) Torrey Pines City Park and Glider Port – 2836 Torrey Pines Scenic Drive, SD, CA 92037
    - Lock at 10:00 PM & unlock at 4:00 AM

**PRESIDIO PARK LOCATIONS:**

- 1) Palm Canyon – 4445 Taylor Street, SD, CA 92110
  - Lock at 8:00 PM 7 unlock at 5:00 AM
- 2) Upper Palm Canyon Parking Lot – 4445 Taylor Street, SD, CA 92110
  - Lock at 8:00 PM 7 unlock at 5:00 AM

**BALBOA PARK**

**Post Hours**

Facilities, gates, securing restrooms, and general mobile patrol seven (7) days a week, including Saturdays, Sundays, and Holidays. Each shift includes a half hour lunch break. Area includes all of Balboa Park, West Mesa, Central Mesa and East Mesa

1. A Shift = 4:00 p.m. – 12:30 a.m.
2. B Shift = 12:00 a.m. – 8:30 a.m.
3. C Shift = Emergency or Special Event shift on an as needed basis.

**Location and Phone Numbers**

**Balboa Park is located at:**

2125 Park Boulevard San Diego, CA 92101  
 Office: (619) 235-1122 Park Ranger Duty Line: 7:00 AM to 7:00 PM  
 Park Rangers Address: 3325 Park Boulevard, San Diego, CA 92101 at the War Memorial Building in Balboa Park.

**Balboa Park (West Mesa) Thorn Street & 6<sup>th</sup> Ave Restroom**

Playground, restroom monitoring and surrounding area security. The security guard is to monitor and secure the playground and restroom facilities throughout the shift every 30 minutes on foot 7:00 AM to 5:00 PM daily, including holidays.

## Comfort Stations & Facilities

Guards shall secure nine (9) comfort stations (restrooms) and (2) facilities in Balboa Park. This includes reporting any vandalism or damage in the patrol logs. Any major vandalism must be reported to the Balboa Park Senior Park Ranger with an incident report before the end of shift.

- 1) Golden Hill Park, No. 509 (East Mesa)  
25th Street and Russ Boulevard  
**\*Security Guard is to lock the restroom at 10:00 PM each night**
- 2) 28th Street Park, No. 851 (East Mesa)  
28th Street and A Street
- 3) Grape Street Park, No. 508 (East Mesa)  
28th Street and Grape Street
- 4) Velodrome/Ball Field, No. 1013 (East Mesa)  
1017 Morley Field
- 5) Tennis Court, No. 1013 (East Mesa)  
2221 Morley Field Drive
- 6) Ball Field/Concession Stand, No. 1077 (East Mesa)  
Jacaranda Drive and Morley Field
- 7) Shneider Hill No. 510 (East Mesa)  
Jacaranda Drive and Morley Field
- 8) Golden Hill Recreation Center, No. 525 (East Mesa)  
2600 Golf Course Drive and Russ Boulevard  
**\*Security Guard is to lock the restroom at 10:00 PM each night**
- 9) Air & Space Museum No. 625 (Central Mesa)  
2001 Pan American Plaza  
**\*Security Guard is to lock the restroom at 8:00 PM each night**
- 10) **Organ Pavilion Restrooms** -west of the Organ Pavilion (Central Mesa)  
2125 Pan American East Road, SD, CA 92101  
**\*Security Guard is to lock the restroom at 8:00 PM each night**
- 11) Comfort Station (West Mesa)  
8<sup>th</sup> Drive & Balboa Drive  
**\*Security Guard is to lock the restroom at 8:00 PM each night**
- 12) Fire Alarm Building (West Mesa)  
1945 Westpark Drive & Balboa Drive
- 13) Comfort Station (West Mesa)  
Nutmeg & 6<sup>th</sup> Ave  
**\*Security Guard is to lock the restroom at 8:00 PM each night**
- 14) Redwood Bridge Club (West Mesa)  
3111 6th Ave

15) Comfort Station (West Mesa)

Thorn Street & 6<sup>th</sup> Ave

**\*Security Guard is to lock the restroom at no later than 6:00 PM each night**

Guards shall check the interior of both the men's and the women's restrooms. If there is anyone sleeping or other illegal activity occurring in the restroom, Guards shall take the appropriate action required, including calling the San Diego Police Department in order to rectify the situation. Guards shall close and lock all restroom door/gates.

**BALBOA PARK GATES**

Guards shall secure gates beginning at **10:00 PM nightly** on the East Mesa and West Mesa of Balboa Park in the following locations:

- 1) Morley Field Dog Leash Area located at 2000 Morley Field Drive,
- 2) Morley Field Ball Fields Area located at 2500 Jacaranda Place,
- 3) Pershing Yard located at 2300 Pershing Drive, northwest side,
- 4) Golden Hill located at 25th Street and Russ Boulevard,
- 5) Golden Hill located at 26th Street and Russ Boulevard, and
- 6) Administrative Gates three (3) total located at 2125 Park Boulevard.
- 7) West Mesa Gates four (4) total along Balboa Drive starting at 6<sup>th</sup> Avenue and Balboa Dr.

Guards shall monitor, secure, and protect the historic park structures and plant material in the gardens by giving verbal warnings, or if necessary, calling the San Diego Police Department for assistance.

Guards shall close and lock all gates. If there are any non-City vehicles still parked in any of the parking lots, and there is no one near the vehicle that could be the owner, the gates will still need to be locked and the vehicle information entered into the patrol log. There will be signs with the Security's mobile phone number for patrons to contact in an emergency.

**GATE AND FACILITY CLOSURES/OPENING, AND GENERAL INSPECTION**

- 1) Guards shall monitor, secure, and protect the historic park structures and plant material in the gardens by giving verbal warnings or if necessary, calling the San Diego Police Department for assistance.
- 2) Guards shall close and lock all gates. If there are any non-City vehicles still parked in any of the parking lots, and there is no one near the vehicle that could be the owner, the gates will still need to be locked and the vehicle information entered into the patrol log. There will be signs with the Security's mobile phone number for patrons to contact in an emergency.

**Mobile Patrol, Locking and Unlocking of Gates, and Standing Guards (Unless Otherwise Specified).**

**1. Community Parks I Division: Standing Guard Service**

- a. Standing guards will be expected to provide excellent customer service to ensure that as many members of the public that need to use public facilities can do so safely and in secure environment.
- b. Standard Guard service are as scheduled by site.
- c. Guards must patrol on foot throughout each 8-hour shift at the following locations:
  - 1. Children's Park  
Address: 422 First Avenue, San Diego, Ca 92101  
One guard from 12:00 am – 11:59pm daily, including holidays.
  - 2. Linda Vista Community Park  
Address: 7064 Levant Street, San Diego, CA 92111  
One guard from 1:00 pm – 9:00 pm Monday – Friday  
and 8:00 am – 4:00 pm Weekends and holidays.
  - 3. North Clairemont Community Park  
Address: 4421 Bannock Avenue, San Diego, CA 92117  
One guard from 1:00 pm – 9:00 pm Monday – Friday  
and 8:00 am – 4:00 pm Weekends and holidays.
  - 4. Pacific Highlands Ranch Park  
Address: 5975-5977 Village Center Loop, San Diego, CA 92130  
One basic guard 7:30 pm – 8:00 am daily
  - 5. Robb Field Community Park  
Address: 7064 Levant Street, San Diego, CA 92111  
One guard from 6:00 am – 9:00 pm Monday – Friday and 8:00  
am – 4:00 pm Weekends and holidays.

**2. Community Parks I Division: Mobile Patrol**

- a. Guards shall provide mobile patrol at designated locations. Mobile Patrol will consist of driving to, in, and around designated sites and parking lots and visually inspecting all buildings/structures to make sure they appear secure and surrounding area is safe.
- b. Patrol services are from 9 pm PST to 5 am PST daily, including holidays.
- c. Guards must complete three (3) or four (4) inspections per park throughout each 8-hour shift at the following locations:
  - 1. Carmel Valley Recreation Center  
Address: 3777 Townsgate Drive, San Diego, CA 92129
  - 2. Dusty Rhodes Park  
Address: 2469 Sunset Cliffs Boulevard, San Diego, CA 92107

3. Kelly Street Park  
Address: 6640 Kelly Street, San Diego, CA 92111
4. Linda Vista Community Park  
Address: 7064 Levant Street, San Diego, CA 92111
5. Robb Field Community Park  
Address: 2525 Bacon Street, San Diego, CA 92107

**3. Community Parks I Division: Locking & Unlocking of Gates and Comfort Stations**

- a. Guards must close and lock all park gates and comfort stations, and open and unlock all park gates and comfort stations (unless otherwise specified). Locking time is 10:00 pm PST, and unlocking time is 5:00 am PST 7 days a week including holidays, unless a specific time are listed for specific location.
  1. Allied Garden Dog Park  
Address: 6707 Glenroy Street, San Diego, CA 92119
  2. Bill Cleator Community Park  
Address: 2312 Famosa Boulevard, San Diego, CA 92107  
Close and Lock Gates and Comfort Stations at 9:00 pm and Open and Unlock Gates and Comfort Stations at 9:00 am daily including holidays
  3. Black Mountain Community Park  
Address: 14700 Carmel Valley Road, San Diego, CA 92129  
Close and Lock Gates at 10:00 pm and Open and Unlock Gates at 6:00 am daily, including holidays
  4. Cabrillo Recreation Center  
Address: 3051 Canon Street, San Diego, CA 92106  
Close and Lock Gates and Comfort Stations at 9:00 pm on weekends and holidays and Open and Unlock Gates and Comfort Stations at 6:00 am on weekends and holidays
  5. Camino Ruiz Neighborhood Park  
Address: 11489 Camino Ruiz, San Diego, CA 92126
  6. Canyonside Community Park  
Address: 12350 Black Mountain Road, San Diego, CA 92129  
Close Lock Comfort Stations only at 9:00 pm and Open and Unlock Comfort Stations only at 6:00 am daily, including holidays
  7. Carmel Valley Skate Park  
Address: 12600 El Camino Real, San Diego, CA 92129
  8. Clairemont Canyons Academy JU  
Address: 4133 Mt. Albertine Avenue, San Diego, CA 92111
  9. CPMA Middle School JU  
Address: 5050 Conrad Avenue, San Diego, Ca 92117

10. Cubberly Elementary JU  
Address: 3379 1/3 Marathon Drive, San Diego, CA 92123
11. Curie Elementary School JU  
Address: 4080 Governor Drive, San Diego, CA 92122
12. Del Sur Skate Park  
Address: 15827 Paseo Montenero, San Diego, CA 92127  
Close and Lock Gates at 9:00 pm daily and Open and Unlock Gates at 7:00 am on weekends and holidays
13. Dusty Rhodes Park  
Address: 2469 Sunset Cliffs Boulevard, San Diego, CA 92107  
Close and Lock Gates and Comfort Stations at 9:00 pm daily and Open and Unlock Gates and Comfort Stations at 9:00 am on weekends and holidays
14. Gage Elementary School JU  
Address: 6811 Bisby Lake Avenue, San Diego, CA 92119
15. Innovation Middle School JU  
Address: 5095 Arvinels Avenue, San Diego, CA 92117
16. Kate Sessions Park  
Address: 5115 Soledad Road, San Diego, CA 92109  
Close and Lock Gates and Comfort Stations at 9:00 pm and Open and Unlock Gates and Comfort Stations at 7:00 am daily, including holidays
17. Lake Murray Community Park  
Address: 7001 Murray Park Drive, San Diego, CA 92119  
Close and Lock Gates and Comfort Stations at 8:00 pm daily and Open and Unlock Gates and Comfort Stations at 5:00 am on weekends and holidays, except 2nd Tuesday
18. Linda Vista Community Park  
7064 Levant Street, San Diego, CA 92111  
Close and Lock Gates and Comfort Stations at 9:00 pm daily, including holidays and Open and Unlock Gates and Comfort Stations at 9:00 am on weekends and holidays
19. Linda Vista Elementary JU  
Address: 2772 Ulric Street, San Diego, CA 92111
20. Linda Vista Skate Park  
Address: 7064 Levant St., San Diego, CA 92111
21. Longfellow Elementary School JU  
Address: 5055 July Street, San Diego, CA 92110
22. Lopez Ridge Park  
Address: 7245 Calle Cristobal, San Diego, CA 92126
23. Marston Middle School JU  
Address: 3799 Clairemont Dr. San Diego, CA 92117

Close and Lock Gates at 10:00 pm daily, including holidays and Open and Unlock Gates at 5:00 am on non-school days, weekends and holidays

24. Marvin Elementary School JU  
Address: 5720 Brunswick Avenue, San Diego, CA 92120
25. Mira Mesa Community Park  
Address: 8575 New Salem Street, San Diego, CA 92126  
Close and Lock Gates and Comfort Station at 9:00 pm daily and holidays and Open and Unlock Gates at 6:00 am on weekends and holidays
26. Mission Bay High School Tennis Courts  
Address: 2475 Grand Avenue, San Diego, CA 92109  
Close and Lock Gates at 9:00 pm and Open and Unlock Gates at 6:00 am daily including holidays
27. Mt. Acadia Neighborhood Park  
Address: 3865 Mt. Acadia Blvd. San Diego, CA 92111
28. NTC Park  
Address: 2750 Womble Road @ Cushing, San Diego, CA 92106  
Close and Lock comfort stations only at 10:00 pm daily, including holidays
29. Pacific Highland Ranch Skate Park  
Address: 5975-5977 Village Center Loop, San Diego, CA 92130  
Close and Lock gates at 8:00 pm and Open and Unlock gates at 8:00 am daily, including holidays
30. Pacific Highland Ranch Pump Track  
Address: 5975-5977 Village Center Loop, San Diego, CA 92130  
Close and Lock gates at 8:00 pm and Open and Unlock gates at 7:00 am daily, including holidays
31. Robb Field Community Park  
Address: 2525 Bacon Street, San Diego, CA 92107 Close and Lock Gates and Comfort Stations at 9:00 pm daily and Open and Unlock Gates and Comfort Stations at 9:00 am on weekends and holidays
32. Sefton Field  
Address: 2510 Hotel Circle Place, San Diego, CA 92108
33. Sequoia Elementary School JU  
Address: 4690 Limerick Avenue, San Diego, CA 92117  
Close and Lock Gates at 9:00 pm and Open and Unlock Gates at 5:00 am, daily including holidays
34. Soledad National Park (Mt. Soledad)  
Address: 6905 La Jolla Scenic Dr. South, SD, CA 02037
35. Taft Middle School JU

Address: 9191 Gramercy Drive, San Diego 92123

36. Wagenheim Middle School JU

Address: 9230 Gold Coast Dr. San Diego, CA 92126

Close and Lock Gates and Comfort Stations at 10:15 pm daily including holidays and Open and Unlock Gates and Comfort Stations at 6:00 am on Holidays only

37. Westview Park

Address: 11278 Westview Parkway, San Diego, CA 92126

**4. Community Parks II: Standing Guard and Mobile Patrol**

- a. Standard Guard service are as scheduled by site.
- b. Guards must patrol on foot throughout each 8-hour shift at the following locations:
  1. Colina Del Sol Recreation Center  
Address: 5319 Orange Avenue  
San Diego, CA 92115
  2. Southcrest  
Address: 4149 Newton Avenue  
San Diego, CA 92113
- c. Patrol Services are 8-hour shifts during operating hours and vary per day at the following locations:
  1. Colina Del Sol Recreation Center  
Address: 5319 Orange Avenue  
San Diego, CA 92115
  2. Memorial Community Center  
Address: 2902 Marcy Avenue  
San Diego, CA 92113
  3. Park de la Cruz  
Address: 3901 Landis Street  
San Diego, CA 92105
  4. Southcrest  
Address: 4149 Newton Avenue  
San Diego, CA 92113
  5. Willie Henderson  
Address: 1035 South 45<sup>th</sup> Street  
San Diego, CA 92113

**5. OPEN SPACE DIVISION: Mobile Patrol**

Patrol services are from **9:00 PM to 5:00AM**

Guards must complete **six (6)** inspections per park throughout each 8-hour shift at the following locations:

Chollas Lake  
 Address: 6350 College Grove Drive  
 San Diego, CA 92115

<b>OTAY REGIONAL PARK- GATE LOCK/UNLOCK ONLY</b>			
<b>Park Locations</b>	<b>Address</b>	<b>Service Hours/Days</b>	<b>Unarmed</b>
Otay Valley Regional Park	RIVER PARK TRAILHEADS	7 trailheads and Finney Overlook, 7x per week, lock only- Rangers unlock in the morning.	1 - Mobile
<b>MISSION TRAILS REGIONAL PARK - GATE LOCK/UNLOCK ONLY</b>			
<b>Park Locations</b>	<b>Address</b>	<b>Service Hours/Days</b>	<b>Unarmed</b>
West Sycamore	17160 STONEBRIDGE PARKWAY 92131	7 days per week, 2x per day, locking and opening the area	1 - Mobile
Mission Trails Regional Park	West Sycamore Staging Area and Father Sierra Junipero Trail	Gates open and close gates 7 days per week	1 - Mobile

<b>CHOLLAS LAKE - GATE LOCK/UNLOCK AND PARKING LOT PATROL</b>			
<b>Park Locations</b>	<b>Address</b>	<b>Service Hours/Days</b>	<b>Unarmed</b>
Chollas Lake	6350 College Grove Drive, San Diego, CA 92105	Lock/unlock service at 2 gates and patrol of driveway and parking lot areas; 2 times between 9:00pm and 4:00am	1 - Mobile
North Chollas	5598 Chollas Station Rd, San Diego, CA 92105	Lock/unlock service at 1 gate and patrol of driveway parking lot area; 2 times between 9:00pm and 4:00am	1 - Mobile
BLACK MOUNTAIN OPEN SPACE-	SAN DIEGUITO RD, CARMEL VALLEY RD	Lock/unlock trailhead gates at San Dieguito, Glider Port, Miners Ridge	1 - Mobile
LOS PENASQUITOS PRESERVE	12020 Black Mountain Rd., 92129	Sorrento Valley, Lopez Ridge south parking lots. Lock and open service 7 days per week - sun up & sun down	1 - Mobile
TRI-CANYON - Marian Bear	5491 Gensesee Ave, 92117	Open and close gates x 2 @ Marian Bear parking lots. Sun up & Sun down	1 - Mobile

## 8) CIVIC CENTER PUBLIC RESTROOM (SITE)

### a) Introduction

Contractor shall provide 24/7 security services at the Civic Center Public Restroom (Site), as specified, every day *including* all City observed holidays. The Site has a heavy volume of patron use during events at the City Concourse, in which is this facility is located.

The Site has an attendant's booth designed so that a security guard may monitor and manage the public access to the restroom facility.

### b) Site Inspection

The Site is open to the public and staffed by a security guard twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide 24/7 security services for the non-gender specific restrooms at the Site. Contractor is encouraged to visit the Site and to note the conditions and challenges that the Site poses so that they are able to be fully responsive to the requirements. Failure to visit the Site will not relieve the Contractor of the responsibility to perform in accordance with these Specifications. No additional compensation or relief from any obligations of the Contract will be granted because of lack of knowledge of the Site. The information provided by the City is not intended to be a substitute for, or as a supplement to the independent verification by the Contractor to the extent such independent investigation of site conditions is deemed necessary or desirable by the Contractor.

### c) Location of Work Site

The location of the Site is as follows:  
Civic Center Public Restroom  
202 C Street  
San Diego, CA 92101

### d) Schedule of Work

The Site shall be attended and security for the Site provided seven (7) days a week, twenty-four (24) hours a day, including all City observed holidays.

e) City observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas.

## 9) AIRPORTS

a) Montgomery Gibbs-Executive Airport and Brown Field Airport (collectively "Airport(s)") are owned by the City of San Diego. The Airports require night security guards to patrol, document, and report during the hours of 9:30 pm – 6:00 am. Terminal buildings, Fixed Base Operators (FBO), hangars, parking lots, taxiways, runways, and all Airport property shall be patrolled by security guards. Security Guards are required to patrol airport property starting at 9:30 pm and ending at 6:00 am. Service shall be Sunday through Saturday, 365

nights a year, including holidays.

- b) The following work site locations at the Airports require security guard services:
  - 1) Montgomery-Gibbs Executive Airport located at 3750 John J. Montgomery Dr. San Diego California 92123.
  - 2) Commercial and retail buildings located on airport property at Montgomery- Gibbs Executive Airport
    - a. 8525, Gibbs Dr. San Diego California 92123
    - b. 8575, Gibbs Dr. San Diego California 92123
    - c. 8665 Gibbs Dr. San Diego California 92123
    - d. 8690 Aero Dr. San Diego California 92123
  - 3) Brown Field Airport located at 1424 Continental St. San Diego California 92154.
- c) TRAINING
  - 1) Security Guards personnel shall be trained in safety, and familiar with fire prevention, and proper procedures for dealing with emergencies such as fire, earthquake, riot, etc. Security Guards shall also have FEMA or similar safety and emergency management training... Security Guards shall be trained in aircraft identification to satisfactorily complete daily aircraft and vehicle parking logs and to assist with unusual incidents on Airport property. Training resources are available on the FAA web site: [https://www.faa.gov/airports/runway\\_safety/](https://www.faa.gov/airports/runway_safety/)
  - 2) Specifically, Security Guards personnel shall be trained by Airport Operations personnel during normal business hours (Monday through Friday 8:30 am to 4:00 pm) in airport safety, aviation radio procedures and terminology, aviation and non- aviation fire hazards and prevention, initial HAZMAT spill containment and cleanup procedures, the proper procedures in dealing with airport incidents and emergencies, disorderly conduct, discovery of theft, vandalism, or break-in, Federal Aviation Administration (FAA) and airport rules and regulations, and the City Municipal Codes pertaining to Airports Division. Security Guards personnel will be required to perform ramp, tie-down, or hangar checks for reported overdue aircraft by (FAA) agencies or investigate unusual or noisy operations of an aircraft. Security Guards must have completed State approved courses in the use of batons and powers of arrest, along with fire extinguisher use; proof of such training shall be presented to the Contract Administrator prior to their inclusion in the work schedule.
  - 3) The Airport Operations on the Job Training (OJT) must be completed prior to the inclusion of any Security Guard on the work schedule and must be reflected on work schedules submitted with monthly invoices, where it shall be identified as on the job training. It is recommended that Security Guard personnel have previous experience or training in aviation related activities, i.e., pilot training, military aviation training, etc. If it is determined by the Airport Manager that a Security Guard's knowledge or performance of airport procedures requires additional training, Airport

Operations personnel will be available during normal business hours (Monday through Friday 8:30 am to 4:00 pm) to provide additional on the job training..

- 4) The Contractor and all Security Guard personnel shall comply with all applicable laws in performance of Security Guard duties, including, but not limited to laws regarding registration and training of Security Guards and the Airport rules and regulations.
- d) BASIC DUTIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
- 1) Roving patrols in a clearly identifiable vehicle with security company markings on the sides, and an Amber beacon light "ON" and operational during the designated checks. At Montgomery-Gibbs Executive Airport this will be conducted *every other* hour during a (8) hour shift using bar reader, QR code reader, or like system to record that Guard has inspected all check point locations during patrol. At Brown Field there will be at a *minimum six (6) roving inspections of ALL* assigned check points per (8) hour shift using bar reader, QR code reader or like system to record activity. This data of Security Guard location and time shall be available to the Airport Manager or designee via web application or similar system. Roving inspections will not be limited to designated check points only. Other areas of the Airports will be inspected based on the presence of unusual or suspicious activity on Airport property.
  - 2) Any deviations to the routine round inspections will be recorded in the logbook to support possible missed security scan points discrepancies. It is estimated that the average daily vehicle mileage required for patrol at Montgomery-Gibbs Executive Airport is thirty-two (32) miles. Brown Field is forty-eight (48) miles. Security vehicle odometer readings will be provided with weekly Activity Reports.
  - 3) During weather conditions where the Security Guard is reporting fog conditions that are unsafe to continue roving patrols in a vehicle, an abbreviated walking, roving patrol will be established and continued until conditions improve. The Security Guard will record the weather conditions in his/her logbook and contact his field supervisor. The field supervisor will personally verify the report and will make a logbook entry verifying the weather conditions and provide further instructions to the Security Guard.
  - 4) During rain events that saturate unpaved areas Security Guards shall not drive on perimeter roads or other unpaved areas where ruts are created due to vehicles driving through mud. If ruts are created, Contractor shall ensure they are filled as soon as possible.
- e) RUNWAY AND TAXIWAY INCURSIONS
- 1) Contractor personnel will ensure that unauthorized vehicles and personnel remain clear of taxiway and runway surfaces in movement areas. Only aircraft, vehicles, or personnel with established two-way radio communication on the airports' common traffic advisory frequency when the control tower is closed 9:00 pm to 6:00 am (CTAF) (119.20), or Air Traffic Control Tower Ground 118.225, Tower 119.20 when tower is in

operation from 6:00 am to 9:00 pm are unauthorized to be in the movement areas, consisting of taxiways and runways.

- 2) Only vehicles that have amber beacon light turned on, company markings on sides of vehicle, and two-way radio communication will be authorized on taxiways, and runways in the movement areas. All other vehicles or personnel found on these Airport surfaces will be immediately escorted off the runway or taxiway surface. Security Guards will collect name, address, driver's license number, and phone number of each offender. A statement about the cause of the runway or taxiway incursion will be entered the log and based on the Security Guard's assessment of the situation; violators will be released to a safe area on the Airport or detained for questioning by local police. All information collected shall be given to the Airport Manager.

f) AIRCRAFT ACCIDENTS/INCIDENTS

- 1) Contractor personnel will assist first responders with on-airport aircraft incidents and accidents.
- 2) Contractor personnel will provide initial response to vehicle accidents and incidents occurring on the Airports. The necessary response for these accidents or incidents will vary. See the airport Standard Operating Procedures (SOP) or general standing orders, which will be provided to Contractor by City, for more information.

g) POWER OUTAGE

- 1) In the case of a power outage at the Airport(s), Contractor personnel will ensure that the airport emergency generator is working during the outage. Generator locations and instructions will be provided in the airport Standard Operating Procedures (SOP) or general standing orders. Airport Manager or designee will be notified of the power outage.

h) HAZMAT SPILLS

- 1) Contractor personnel shall assist with hazardous material spills found during patrols. Response requirements will require the security guard to stop the spill (if possible), contain or prevent the spill from entering the storm drains, and notify the proper authorities as soon as possible. A spill kit with absorbent material will be available at each airport for containing the spill. Additional guidance will be provided in the Airports Standard Operating Procedure (SOP) or general standing orders.

i) THEFTS AND VANDALISM

- 1) Contractor personnel will be responsible for reporting any theft or vandalism noted during their inspection. The Security Guard's assessment of each individual situation will determine whether police are called, or the incident is merely recorded in the log. See airport Standard Operating Procedure (SOP) or general standing orders for more information.
- 2) Security Guards will be asked to develop a rapport with Airport tenants to

facilitate learning the habits and normal activity of the tenants. Airport tenants are a valuable source of knowledge of unusual activities and areas of security concerns.

- 3) Security Guards will be required to prepare written reports and other written material to perform their duties.
- 4) ANSWER PHONES: Security guards will be asked to answer incoming phone calls on their company assigned cell phone. These phone calls may be from official government agencies requesting assistance. The guards' issued cell phone numbers will be given to the agencies that may need to contact the Security Guard regarding Airport operations. The security guard on duty will answer the phone as "(Name of Airport)," this is (Name) Airport Security. See airport Standard Operating Procedures (SOP) for more information.

j) AIRPORT RADIO COMMUNICATION

- 1) Security Guards will be asked to monitor and transmit information over the Common Traffic Advisory Frequency (CTAF), 119.20 MHz at Montgomery-Gibbs Executive Airport and 126.50 MHz at Brown Field. The Security Guard shall have a quality handheld aviation radio capable of transmitting and receiving transmissions clearly. Two-way radio communication will be required while Security Guard is inspecting runways, taxiways, and other movement areas. Airport Security Guards must be familiar with aviation terminology when using these radios. See airport Standard Operating Procedure (SOP) for more information.
- 2) It is highly recommended that the Contractor employ full-time, permanent employees with some aviation experience to staff the above schedule. Due to the inherent risk associated with aviation activities, and the complexity and peculiarity of aviation rules, regulations, and procedures, inexperienced personnel may require extensive training to become comfortable and proficient with the requirements. Inexperienced personnel can become overwhelmed by all the requirements, and they must be monitored frequently and supervised closely.
- 3) Contractor is responsible for assisting with training new guards assigned to the facilities listed herein the contract. Security Guards shall receive a minimum of sixteen (16) hours two (2) eight (8) hour nights of on-the-job training. This will include two (2) hours of training with an Operations Assistant during normal business hours 8:30 am – 4:00 pm. Training shall be performed by someone other than the guard on duty.
- 4) Contractor will be required to provide certification that all Security Guards have received all appropriate training. This certification must be submitted to the Contract Administrator prior to commencement of performing work under this Contract (use form in forms section).
- 5) The Contract Administrator reserves the right to interview all Security Guards prior to being assigned to the Contract, and to accept or reject them.

k) COMMUNICATION SKILLS

- 1) Contractor shall ensure that Contractor Personnel can effectively, communicate in English both verbally and in writing. Security Guards shall be capable of completing, in English, legible written forms and shall be capable of understanding oral and/or written instructions in English, and of passing those instructions on to their succeeding relief personnel. Security Guards shall be capable of operating radios, and telephone equipment using proper aviation terms and phraseology when required.

l) SHIFTS

- 1) Contractor shall provide daily coverage from 9:30 p.m. to 6:00 a.m. for a billable period of eight and a-half (8 1/2) hours, three hundred sixty-five (365) days a year, including City holidays. The Contractor shall be responsible for managing staff break and lunch times. Contractor shall arrange proper coverage of post as required to relieve contractor personnel. The City shall not be responsible for additional compensation for coverage. However, no Security Guard will be scheduled to work more than one (1) shift in any twenty-four (24) hour period, nor work past the end of their shift, unless required to do so due to emergency conditions. In such cases, the prior approval of the Contract Administrator is required.

m) EQUIPMENT

- 1) A portable handheld or vehicle mounted air band VHF radio capable of receiving and transmitting information on 119.2, 118.225, 126.5, and 124.4 MHZ while on patrol.
- 2) Contractor shall provide a Guard Tour Management System capable of daily downloadable results acceptable to the City at Contractor's expense. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable.
- 3) All materials and equipment will be maintained in good working condition. In the event any equipment fails to function, the Contractor will arrange for immediate replacement, including the vehicle. The Contractor will be responsible for supplying batteries for all equipment.

a. The City shall provide the following:

1. The City shall provide keys to the facility, restroom facilities, and post orders.
2. Contractor shall be responsible for repairs to City equipment damaged by the guards. In the event that City furnished equipment does not work, the guard shall note in the logbook and notify the Contract Administrator the following business day. Said notification shall be made in the daily report and by telephone to the Airport Manager or designee. No keys supplied to the Contractor shall be duplicated, except by the City locksmith. Lost keys will be reported immediately to the Contract Administrator. All keys are property of the City and shall be returned upon completion of the contract. If the Contractor fails to return keys upon completion or termination of Contract, the Contractor shall pay the City for the reasonable and

verifiable cost of re-keying any locks associated with a lost or unreturned key. Such costs may be retained from the final payment.

b. Telephones

1. Office telephones may be used for business purposes and emergencies only. An emergency is considered to be 911 calls and calls to the Police or Fire Departments.
2. Business related calls include calls to the Contractors' Office, calls to the Contract.

4) Reporting

a. The Contractor will submit a Weekly Activity Report to the Contract Administrator, which will include:

1. Names of all Contractor personnel working on an Airport site, including supervisors. Time shifts started, switched, and ended. Times of supervisory field inspections.
2. Names of all individuals contacted, including City employees and non-City employees.
3. Detailed descriptions of suspicious activities including times, locations, and pertinent details. Any contact made with police, either directly or through Contractor's offices.
4. Any problems with City provided equipment.
5. Electronic Guard Tour Management System Reports.

n) Vehicles

- 1) The Contractor shall provide at each site a vehicle that is in good working condition for roving patrols. The vehicle must be equipped with an operational yellow strobe light, a 5 lb. ABC fire extinguisher and a vehicle mounted rotatable spotlight or equivalent flashlight. Refueling and servicing of the vehicle will be performed before or after the Security Guard 's shift. The vehicle shall be cleaned weekly by the Security Guard.
- 2) Contractor will ensure that if a truck is used, the bed of the truck is kept free of material that may blow out and become a Foreign Object Debris (FOD) hazard. Due to the nature of the guard activity, electric hybrid vehicles currently available and that are "street legal" and meet all other guard requirements may be used and are highly recommended.

o) SITE 1 - SECURITY GUARD SERVICES AT BROWN FIELD AIRPORT

1) Service Required

Complete unarmed Security Guard services for the Brown Field Airport consisting of a roving patrol guard shall be provided, seven (7) days a week, three hundred sixty-five (365) days per year, City-Observed Holidays Included. Service shall be performed from 9:30 p.m. to 6:00 a.m. Estimated yearly mileage for patrols will be 8,760. The Contractor shall be responsible for providing adequate coverage for meals and breaks.

2) Basic Duties:

- a. The Security Guard shall conduct a minimum of six (6) roving inspections of all assigned check points, per shift using Contractor provided Detext, checkpoint system or equivalent to record activity. This patrol shall be conducted in the Contractor's patrol vehicle. Security Guard will also perform a minimum of one (1) foot patrol along the ramp to include office and hanger door checks.
- b. While on patrol, which shall be made regardless of weather conditions, Security Guard shall watch for fire, theft, and utility failures (e.g., plumbing breaks, smoking, or flickering electrical fires). Upon finding any utility failure, the guard shall notify the Contractor's Central Office Dispatch who will notify the appropriate contacts provided by the Contract Administrator and make appropriate notation in the report. If the Security Guard observes any unusual activity, they shall notify the police, and if deemed necessary ask for assistance.
- c. Should any alarms, silent or audible be set off Security Guard will respond to the scene observing the situation and call the City of San Diego Police or Fire Department as appropriate by landline telephone. A cellular phone shall only be used if a landline phone is not available.
- d. The Security Guard shall ensure all unauthorized vehicles and personnel remain clear of Airport taxiways and runway surfaces. Anyone found on these Airport surfaces shall immediately be escorted off the runway or taxiway surface. The guard shall document name, address, driver's license number and phone numbers of each violator before their release. Notation of all incursions shall be entered in the log. Airport Manager shall be given all information regarding the runway or taxiway incursion.
- e. The Security Guard shall be responsible for assisting initial response for aircraft or vehicle accidents and incidents occurring on the airport by calling 911 (Fire Department) and or Public Works Dispatch Center (formerly Station 38) at (619) 527-7500. The Security Guard shall remain on site until the Fire Department arrives.
- f. The Security Guard shall immediately call 911 (Fire Department) and/or Public Works Dispatch Center (formerly Station 38) at (619) 527-7500 upon finding hazardous material on the Airport. The Security Guard shall cordon off the area where the material is located and remain on site until the Fire Department arrives. The Security Guard shall not move, touch, or sniff any of the material.
- g. The Security Guard shall have a portable handheld or vehicle mounted air band VHF radio while on roving patrols to receive and transmit

information over the Common Traffic Advisory Frequency (CTAF), 128.25MHz.

- h. The Security Guard shall prepare security reports with entries once every hour (60 minutes) that indicate activities occurring on the site.
  - i. At approximately 2:00 a.m. daily, the Security Guard shall issue overnight parking tags to aircraft in transient parking, and to motor vehicles in the Airport parking lot, (located on the north and south side of the Airport Terminal). The Security Guard will complete logs of aircraft and vehicles that remained overnight and had tags issued/updated, and the logs will be left in the Operations Office at the end of shift. The City may add, in writing, additional Basic Duties, as deemed necessary.
- p) SITE 2 - SECURITY GUARD SERVICES AT MONTGOMERY-Gibbs Executive AIRPORT

1) Service Required

- a. Complete unarmed security guard services for Montgomery-Gibbs Executive Airport consisting of a roving patrol guard shall be provided, seven (7) days a week, three-hundred sixty-five (365) days per year, City-Observed Holidays Included.
- b. Service shall be Sunday through Saturday, 9:30 p.m. to 6:00 a.m. Estimated yearly mileage for patrols will be 3,650.
- c. The Contractor shall be responsible for providing adequate coverage for meals and breaks.

2) Basic Duties

- a. The following duties shall be performed as part of the work schedule and hours as described hereafter.
- b. The Security Guard shall conduct roving patrol inspections of all assigned check points once every other hour per shift using Contractor provided security patrol system to record activity. This patrol shall be conducted in the Contractor's patrol vehicle. Amber strobe light or beacon must be on during all patrols.
- c. Patrols will include the 1 retail and 3 commercial buildings located at 8525,8575,8665 Gibbs Dr. and 8690 Aero Dr. While on patrol of these four buildings, check entry doors are locked and secure. Scan QR code or similar tracking device at each building entrance. Check for suspicious activity in the parking lots and around buildings. Document vehicles license plate numbers that are parked overnight or that are abandoned. Monitor and log vehicles license plate numbers that are parked on Gibbs dr. for over 72 hours. Submit log of these vehicles. Make sure 8525 Gibbs Dr. underground parking lot is closed each night at 6:30 pm and that it reopens at 5:45 am. The gate is on a timer please log and report if it is not working properly and call (858-573-1448). Notify police immediately of any theft or

break in.

- d. While on patrol, which shall be made regardless of weather conditions, Security Guard shall watch for fire, theft, and utility failures (e.g., plumbing breaks, smoking or flickering electrical fires). Upon finding any utility failure, the Security Guard shall notify the Contractor's Central Office Dispatch who will notify the appropriate contacts provided by the Contract Administrator and make appropriate notation in the report. If the Security Guard observes any unusual activity, they shall notify the police, and if deemed necessary, ask for assistance. Should any alarms, silent or audible be set off, Security Guards will respond to the scene observing the situation and calling the City of San Diego Police or Fire Department as appropriate, by landline telephone. A cellular phone shall only be used if a landline phone is not available. The Security Guard shall ensure all unauthorized vehicles and personnel remain clear of Airport taxiways and runway surfaces. Anyone found on these Airport surfaces shall be immediately escorted off the runway or taxiway surface. The guard shall document name, address, driver's license number and phone number for each violator before their release. This information shall be delivered to the Airport Manager or designee. Notation of all incursions shall be entered on the log.
- e. The Security Guard shall be responsible for providing initial response for aircraft or vehicle accidents and incidents occurring on the airport by calling 911 (Fire Department) and/or Station 38 Dispatch Center at (619) 527-7660. The guard shall remain on site until the Fire Department arrives.
- f. The Security Guard shall immediately call 911 (Fire Department) and/or Public Works Dispatch Center (formerly Station 38) at (619) 527-7500 upon finding hazardous material on Airport premises. The Security Guard shall cordon off the area where the material has been found, to the extent possible, determine the description of material, and remain on site until the Fire Department arrives. The Security Guard shall not move, touch, or sniff any of the material.
- g. The Security Guard shall have a portable handheld or vehicle mounted air band VHF radio while on roving patrols, to receive and transmit information over the Common Traffic Advisory Frequency (CTAF), 119.20 MHz.
- h. The Security Guard shall prepare security reports and entries once every hour (60 minutes) that indicate activities occurring on the site. The guard shall be responsible for answering incoming phone calls on company provided cell phone.
- i. At approximately 2:00 a.m. daily the Security Guard shall tag and log all aircraft parked on the Transient Ramp, and the Mid-Port Heliport. Security Guard shall also tag and log all vehicles parked in the east parking lot of the Terminal. These logs shall be left on the Operations Office desk after completion of shift.

- j. The City may add, in writing, additional Basic Duties, as deemed necessary.

**10) REAL ESTATE**

a) Introduction/Background

Evan V Jones Parkade is a city owned parking structure. The Parkade is used by City employees via Monthly Parking, Visitors of the City Offices such as: City Admin Building, Civic Center Plaza, the Development Services building and The Civic Theater for Events.

b) Assigned Duties (Per position regular and shift leads)

Regular – Start of Shift – Receive or give passdown/Briefing to the next or previous shift. Turn over keys/radio/phone to the next shift. Patrol Odd Floors, Even Floors, North & South Stairwells, Terrace Level & Street level (Including the Perimeter which consists of the Breezeway, A street & 1<sup>st</sup> Avenue. Respond to Radio and Phone calls, including Escort and Removal Requests. Securing Elevators and Stairwells based on our access schedule.

c) Lead

Same duties as Regular guard in additional to assisting with training new guards, providing incident reports, keeping track of keys, phone & radios and working closely with the Parkade Manager.

d) Location of Work Site and Area Scope

The EVJ Parkade is located in the Concourse Plaza, the address is 1265 1<sup>st</sup> Ave 92101. The Security office is on level 1 of the Parkade.

The location of the Site is as follows:

Evan V Jones Parkade –  
1265 1<sup>st</sup> Avenue  
San Diego, California  
92101.

e) Schedule of Shifts

1<sup>st</sup> Shift – 6am to 2pm  
2<sup>nd</sup> Shift – 2pm to 10pm  
3<sup>rd</sup> Shift – 10pm to 6am

**J. ADDITIONAL SERVICE REQUESTS**

The Contractor may be required to provide extra guards upon request for special duties. Extra service will be defined as any work requiring additional personnel that is requested twenty-four (24) hours or more in advance of the time that the extra service is to begin. Extra service shall be invoiced at the hourly rate as specified on the pricing page of this document. Extra hours must be reflected in documents submitted with monthly invoices where the hours will be identified as "Extra Service." All extra service must be authorized in writing by the Contract Administrator.

**K. REQUIRED LICENSES**

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

	License Number	Expiration Date	Contractor Name
Private Patrol Operators License	PP0121042	12/31/2024	Allstate

If the PPOL is not registered to a legally established corporation, the PPOL must be registered in the name of the Owner or Operator of the contractor. “Operator of the Contractor” 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 California Business and Professions Code section 7582.22, must be an individual residing and located in San Diego County at the time of the contract execution and throughout the term of this Contract.

**L. ADDITIONAL INSURANCE**

At all times during the term of the contract resulting from this sole source certification, the Contractor shall maintain insurance coverage as outlined in the Exhibit B, City’s General Contract Terms and Provisions, 7.2 Insurance. The following additional insurance is also required:

**1) 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.

**M. 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 annual 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. 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.

**N. PRICE SCHEDULE**

Contractor shall complete the City’s Price Schedule, Section 1: Job Classifications in its entirety, and in the form and format provided herein.

City may request services for additional locations not defined in Section I. Site Specific Specifications. If additional locations are identified by the City, the City will pay the same unit price provided herein. Any adjustments in price must be submitted in accordance with Exhibit B, City’s General Contract Terms and Provisions, 3.4 Price Adjustments.

This contract is subject to the City’s Living Wage Ordinance. Therefore, pricing submitted shall be in accordance with Exhibit D. Wage Requirements. Contractor shall consider living wages and are presumed to have reconciled the effect of the City’s Living Wage Ordinance effective July 1, 2024 when providing pricing herein. Price adjustments for living wage shall be in accordance to Exhibit B, City’s General Contract Terms and Provisions, 3.4 Price Adjustments. An increase in the designated living wage will not be considered a just cause for an increase in the Contract’s compensation.

Rates shall be inclusive of all costs, fees, and expenses associated with the scope of work to include the bond, the types of uniforms, equipment, training, and knowledge needed to perform the work. Coverage for breaks shall be the responsibility of the Contractor and will not be an additional expense to the City. Holidays will be billed at the base rate.

**Section 1: Job Classifications**

Item No.	Item Description	Unit of Measure	Base Rate
1	Basic Security Guard (Unarmed)	Hourly	\$33.79
2	Basic Security Guard (Armed)	Hourly	\$40.04
3	Lead Security Guard (Unarmed)	Hourly	\$41.14
4	Lead Security Guard (Armed)	Hourly	\$46.51
5	Field Supervisor	Hourly	\$47.64
6	Metal Detector Services	EA	\$100.00
7	Mobile Patrol Vehicle (Sedan)	Monthly	\$2,500.00
8	Mobile Patrol Vehicle (All Terrain Vehicle)	Monthly	\$3,000.00
9	Golf Cart	Monthly	\$1,500.00
10	Lock and Unlock Patrol Stop	Per Stop	\$12.25

**EXHIBIT B**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**  
**As Modified and Agreed Between the Parties**

## 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 3<sup>rd</sup> 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, with a notice period of thirty (30) days, at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, 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

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, to the extent of the payment received.

**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 as defined within the scope of work in Exhibit B.

**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 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 that all subcontractors maintain insurance meeting all the requirements stated herein, and subcontractors shall provide City with proof of insurance and 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, provided such costs have been mutually agreed upon by both parties in advance.

**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 C**  
**CITY REQUIRED FORMS**

Business Tax Certificate

Contractor Standards Pledge of Compliance

Equal Opportunity Contracting forms, including Contractors Certification of Pending Actions and Work Force Report

Insurance Certificates with all endorsements

Living Wage Certification Form of Living Wage Exemption Form (if applicable)

Taxpayer Identification Form W-9 (if applicable)

## 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.