

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089661-20-K,  
DOWNTOWN PORTABLE RESTROOM SECURITY**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089661-20-K, DOWNTOWN PORTABLE RESTROOM SECURITY (Contractor).

**RECITALS**

On or about 3/11/2020, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

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

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

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year with four (4) additional one-year options to renew at the City's sole discretion beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract. The total expenditure over the term of this Contract cannot exceed \$3,000,000.00 without City Council approval.

### **ARTICLE IV WAGE REQUIREMENTS**

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

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

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

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



## Tab A - Submission of Information and Forms

### 2.1 Contract Signature Page

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

CONTRACTOR

Six Maritime, Inc.  
Proposer  
2907 Shelter Island Dr. Suite 105, #432  
Street Address  
San Diego, CA 92106  
City  
(619) 208-8424  
Telephone No.  
joseph@sixmaritime.com  
E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting  
Department

Date Signed

BY:

Signature of  
Proposer's Authorized  
Representative  
Joseph Allen, Esq.  
Print Name  
Chief Executive Officer  
Title  
03-APR-2020  
Date

Approved as to form this 7th day of

July, 20 20  
MARA W. ELLIOTT, City Attorney

BY:

Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

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

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Living Wage Ordinance Certification of Compliance.

**2.6** Licenses as required in Exhibit B.

**2.7** Reserved.

**2.8** Reserved.

**2.9** Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

**2.12** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

**2.13** Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

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

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

## **B. PRICING**

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

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

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

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

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

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

**3.2 Optional Interview/Oral Presentation.** The City may require proposers to interview and/or make an oral presentation.

### **3.3 Reserved.**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

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



	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>15</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Clarity and brevity of response	
<b>B. Qualification and Experience.</b>	<b>35</b>
1. Past performance where work of similar size and scope was performed as verified through professional references and self-reporting in this RFP.	
2. Entity organization chart and resumes of all management and supervisors including of Account Manager	
3. Knowledge of the latest policies and practices of driving consistent results in the Security Services industry. Demonstrated contributions to or involvement in industry advancement.	
4. Number of Contractor's own direct employees and number of subcontractors, franchisees, or other third parties utilized to conduct the work tasks as specified in this RFP.	
5. Demonstrated retention of staff and supervisors in previous performance at comparable facilities.	
6. Reference checks	
<b>C. Compatibility of Proposal Plan with City Specifications.</b>	<b>35</b>
1. Ability and plan to provide reliable and consistent staff and staffing levels to guard the facilities as specified in this RFP	
2. Ability to provide strong management and supervision to provide consistent security guard service results as specified in this RFP.	
3. Knowledge and understanding of the scope of work and the capability to effectively meet the City's needs.	
4. Details methods to accomplish the work, including technical, and management considerations. Tasks and approach are clearly described.	
<b>D. Price.</b>	<b>15</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

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

## **D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

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

**EXHIBIT B**  
**SCOPE OF WORK**

**A. OVERVIEW.** The Contractor shall, on a daily basis, deploy one (1) either armed or unarmed guard (see Pricing Page for site specific requirement) for each three (3) eight (8) hour shift to provide around-the-clock, 24 hour/7 seven days a week, perimeter security to ensure the safety of the public within the designated areas of the City's three (3) portable public restrooms ("porta-potties"). The Contractor shall provide excellent customer service so that members of the public can use the porta-potties to help prevent the spread of the Hepatitis A virus.

**B. DUTIES.**

1. Security guards employed by Contractor shall perform the following duties at the Facility, which includes the designated area where the porta-potties are placed, as well as the porta-potties themselves:

- 1.1 Perform at least one inspection of the Facility, and each porta-potty, during every eight-hour shift to prevent any illegal activity and to ensure that each porta-potty is suitable for use (i.e. clean, operational, and stocked).
- 1.2 Promptly respond as appropriate to complaints and concerns about the Facility from users of the Facility.
- 1.3 Immediately close any porta-potty that needs to be cleaned, repaired, stocked, or maintained.
- 1.4 Immediately contact United Site Services at 1-800-864-5387, if a porta-potty or hand wash station needs to be cleaned, replaced, maintained, repaired, or re-stocked.
- 1.5 Direct users of the Facility to comply with posted Facility policy and procedures.
- 1.6 Control access at the main entrance points to the Facility and monitor all visitors to detect and prevent any illicit activity.
- 1.7 Monitor activities within the immediate perimeter of the Facility to prevent any potential illicit activities from affecting the safe enjoyment and use of the Facility.
- 1.8 Intervene as appropriate to de-escalate potential –incidents and document all such incidents and interventions in the daily log.
- 1.9 Write and maintain daily logs of all incidents when law enforcement is called. Contractor shall provide online, real-time access of all daily logs to designated City staff. Daily logs shall contain the following information:

- (1) date and time of the incident;
- (2) full name of the security guard and badge number;
- (3) a description of the incident, including any pictures taken, and the identity of the individual(s) involved, if known;
- (4) a description of the action taken by the guard to resolve the incident; and,
- (5) the incident number from any law enforcement and/or emergency responders that responded to an incident at the Facility or appeared on scene at the Facility.

- 1.10 Write and maintain daily logs of attendance to capture the volume of patrons accessing the Facility by the hour. Contractor shall provide online, real-time access of all daily logs to designated City staff.
- 1.11 Greet each user and advise them which porta-potties are available or in use.
- 1.12 Report any concerns to the police department, fire department or other first responders as needed.
- 1.13 Maintain assigned post at all times until properly relieved.
- 1.14 To the extent reasonably possible, maintain a safe atmosphere. Guards shall not make physical contact, or attempt to subdue, any person(s); they observe participating in illegal or suspicious activities. Guards shall immediately report all illegal or suspicious activities by calling the San Diego Police Department or 911.
- 1.15 Keep the Facility and all assigned equipment secure.
- 1.16 Be dressed in company uniforms, including foul weather gear, at all times. Keep all uniforms and equipment clean and professional-looking at all times.
- 1.17 Contractor is responsible for providing security guard personnel with all communication devices (cell-phone, radio, tablet, etc.) while at designated site(s). Contractor is responsible for providing a power source for all communication devices so that they have sufficient battery life to last an entire shift.
- 1.18 Guards shall act professionally at all times.

**C. CUSTOMER SERVICE AND FIELD SUPERVISION.**

- 1. Customer Service. Contractor shall assign a customer service representative that is available to the City from 8:00 a.m. to 5:00 p.m. Pacific Time (PST), Monday through Friday, excluding City holidays.

- 1.1 Contractor shall respond within two (2) hours to reported customer service issues.
    - 1.2 The customer service representative shall be accessible via local or toll-free number.
  2. Field Supervisor. Contractor shall assign field supervisors pursuant to this Agreement. Contractor shall provide the identity of each field supervisor to the City. Field supervisors shall make random, unannounced inspections of guards on duty at each Facility, sufficient to ensure job performance pursuant to the Contract and adherence to personnel standards as required by Contractor. Field supervisors shall make a minimum of one (1) random, unannounced inspection of each Facility per eight (8) hour shift. On-duty guards shall write the name of the Field Supervisor conducting the random inspection, and the Field Supervisor's arrival and departure time on their daily log. Field supervisor work hours must be included on documents submitted with invoices and be identified as "non-reimbursable supervision", which is subsumed in the hourly rate set forth in the Agreement.
    - 2.1 A field supervisor shall meet with the City's Contract Administrator, or designee, as needed. The field supervisor is responsible for notifying Contractor of all issues raised at these meetings and all action taken to resolve the issues. Notification by the City's Contract Administrator or designee to the field supervisor of all areas of non-compliance under the Agreement shall serve as notice to the Contractor. Contractor shall take corrective actions to remedy all reported areas of non-compliance under this Agreement for major performance deficiencies, City will provide written notice of all major issues of non-compliance under the Agreement to Contractor. Contractor shall provide the City with a written response to every written notice of non-compliance under the Agreement reported by the Contract Administrator or designee. The written response shall identify the steps taken by the Contractor to resolve the issue(s) and become compliant under the Agreement.
- D. EXTRA SERVICE.** Extra service is defined as any work requiring additional personnel the City requests twenty-four (24) hours or more in advance of the work start time. Extra service will be compensated at the same hourly rates as regular service under the Agreement. The Contractor shall clearly identify extra service hours on all invoices. All extra service hours must be authorized in writing, in advance, by the Contract Administrator or designee.
- E. EMERGENCY SERVICE.**
1. Emergency service is defined as any work requiring additional personnel that the City requests less than twenty-four (24) hours in advance of the work start time.

2. Emergency service will be compensated at one and one-half (1 1/2) times the hourly rates for regular service under the Agreement. Any shift beginning twenty-four (24) or more hours after the City's request for service shall not be compensated as emergency service hours. Contractor shall clearly identify emergency service hours on monthly invoices. All emergency service must be authorized in writing, in advance, by the Contract Administrator or designee.
- F. COURT APPEARANCE.** Contractor shall be responsible for making certain that a security guard makes all required court appearances, or other appearances on behalf of the City, that result from an action taken by a guard performing services under the terms of this Agreement. The City will pay Contractor \$35 per hour for time spent in court by a guard, plus one-half (1/2) hour travel time each way. Court hours must be separately identified as "Court Appearance" in backup documents submitted with invoices. If court appearances result in guards working more than forty (40) hours per week, overtime of one and one-half (1-1/2) the hourly billing rate will be paid by the City. Overtime Court hours must be separately identified as "Authorized Overtime" in backup documents submitted with invoices.
- G. INDEPENDENT CONTRACTOR.** Contractor is an independent contractor of the City and not an employee. City shall not withhold income taxes, social security, or any other sums from payments made to Contractor. If Contractor employs additional persons in the performance of this Agreement, those persons shall not be considered employees of the City. Any employees hired by Contractor to perform work pursuant to this Agreement shall be employees or contractors of Contractor. Contractor bears full responsibility for compensating those persons.
- H. SUSPENSION OF WORK.** The City may unilaterally provide Contractor with written notice to suspend, delay, or interrupt all, or any part of, work under this Agreement for a period of time determined by City. If City provides Contractor with written notice ten (10) or more calendar days prior to the suspension of work, Contractor shall not be entitled to any payment under this Agreement while work is suspended, delayed or interrupted.
- I. ASSIGNMENT OF CONTRACT.** Contractor shall not assign this Agreement, or any right or interest hereunder, without prior written consent of City.
- J. CITY HOLIDAYS**
1. City's observed ten (10) holidays are: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents Day, Caesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
  2. Services under this Agreement are required on City observed holidays, unless Contractor is provided written notice otherwise by the City. Security service work performed on City Holidays will be paid at the same hourly rates as regular service under the Agreement.

**K. PERSONNEL STANDARDS**

1. Contractor shall require all Security Guards meet the following minimum criteria:
  - 1.1 All Guards shall have permanent Guard cards, issued by the State of California. Temporary or provisional cards are not acceptable. Guards must have completed state approved Penal Code section (PC) 832 courses [forty (40) hour course], or an alternative plan (reviewed and approved by the City) that is substantially similar training as the PC 832 courses. Upon request by the City, copies of Guard Cards and proof of PC 832 courses, or approved alternative training, shall be immediately presented to the Contract Administrator, or designee.
  - 1.2 Security Guards shall have a minimum of five (5) years security guard experience, two (2) years of which must be in protecting critical infrastructures, or its equivalent. The following experience will be considered equivalent to satisfying the overall requirement set forth in this section:
    - a. Military: two (2) years or more in any branch, with an honorable discharge.
    - b. Police Officer: two (2) or more years with acceptable performance.
    - c. Graduate of a Police or Corrections Academy (Must be POST CERTIFIED), and one (1) year experience protecting critical infrastructures.
    - d. An Associate or Bachelor of Science Criminal Justice Degree, and one (1) year experience protecting critical infrastructures.
    - e. An Associate or Bachelor of Science Homeland Security Degree, and 1-year experience protecting critical infrastructures.
  - 1.3 Security Guards shall possess an acceptable level of agility, stamina, and overall good physical health allowing them to (i) stand for eight (8) hours, (ii) walk long distances over uneven terrain, dirt or rocky paths, day and night, in all weather conditions, and (iii) lift twenty-five (25) lbs.
  - 1.4 Guards shall be proficient in written and oral communication in English.
  - 1.5 Guards shall be capable of operating and responding to radios, pagers, telephones, alarms and camera equipment.

- 1.6 Each guard must report on time for duty at the work site. Failure to appear on time, without prior approval from Contractor's Field Supervisor, shall result in the guard's removal from the work site. If a guard is unable to report on time for duty at the work site, the guard must immediately contact his or her supervisor so that all scheduled shifts are sufficiently staffed at each Facility.
- 1.7 Visitors, pets, friends, or family members of a guard on duty are not allowed at the Facility, except for necessary use of the porta-potties.
- 1.8 The use of radios, cassettes players, TV's, CD players, or ear plugs is prohibited while guard is on duty. The use of any electronic device not related to the performance of duties is prohibited while guard is on duty.
- 1.9 Sleeping or napping on duty is prohibited. If a guard is found to be unaware of his or her surroundings or is sleeping or napping on duty, the guard's supervisor shall be immediately notified, and the guard shall be relieved of duty.
- 1.10 Each guard must have a valid CPR certification and certification in Basic First Aid.
- 1.11 Contractor shall verify that each armed security guard has taken all required coursework, and received all required training, to legally carry a firearm. Contractor shall verify that each armed security guard has all required permits and certifications to carry a firearm, including but not limited to, permits and certifications from the Department of Consumer Affairs and the Bureau of Security and Investigative Services.
- 1.12 All security guards must undergo a criminal history background check before they may begin work under this contract. The background check shall be nationwide in scope. Security guards must not have any felony arrests or convictions within the past seven (7) years. Contractor shall provide proof that security guards have successfully passed the background check before they may be assigned to work under this Agreement.
- 1.13 Contractor shall administer a drug test to all security guards. Contractor shall provide proof that security guards have successfully passed the drug test before they may be assigned to work under this contract.
- 1.14 The City reserves the right to interview any, and/or all, applicants for a security guard position before they are assigned to work under the contract. City reserves the right to reject for employment any applicant for a security guard position at its discretion.





- Six Maritime will verify that all armed security guards take the required coursework, receive all required training, before carrying a firearm. All armed guards will have permits and certifications, that includes Department of Consumer Affairs and BSIS.
- All guards will undergo a criminal history background check before working for this contract. Proof will be presented of all guard background checks with the understanding must not have any felony within the past seven (7) years.
- Guards will be drug tested and proof will be provided.
- City reserves the right to interview and right to reject any, and/or all, applicants.

## Licenses

	License Number	Expiration Date	Name
Private Patrol Operators (PPO) License	18014	06/30/2021	SIX MARITIME, INC

- See Tab A, Page 22.

## Contract Administration

Six Maritime Acknowledges that the Contract Administrator for this contract is the Parks and Recreation Department's designee specified on the purchase order(s) under this agreement; and this designee will have oversight of billing questions and invoice payments and of this Agreement to ensure compliance with scope of work and/or performance to contract specifications.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Agreement on behalf of the City. All changes to Six Maritime will be in writing, signed by the Purchasing Agent.

With 24 hours or more notice of work, security guards will be compensated at regular rates. With less than 24 hours' notice, security work will be deemed "emergency services" and guards shall be compensated at one and a half times regular hourly rates for regular services. We also understand that any shift beginning 24 hours or more after City's request for service shall not be compensated as emergency service hours. Invoices will identify emergency service hours with the understanding that emergency services must be authorized in writing, in advance, by the Contract Administrator or designee.

Our goal is in line with what the City of San Diego is seeking. By putting you first, Six Maritime employees work every day to achieve your mission, vision and values, and we strive to improve our services through proactive, innovative public stewardship.

## Tab C - Cost/Price Proposal

### A. Pricing Page

#### Section 1: Designated Portable Public Restroom Site

Item No.	Est. Monthly Hours	U/M	Description	Unit Price	Monthly Price	Months per Year	Yearly Cost (Monthly Price x 12)
1.	744	Hour	<b>1<sup>st</sup> Avenue and C Street:</b> Unarmed Guard Service <sup>2</sup> Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 26.32 /Hour	\$ 19,582.08 /Month	X 12	\$ 234,984.96 /Year
2.	744	Hour	<b>1330 G Street:</b> Armed Guard Service <sup>1</sup> Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 28.11 /Hour	\$ 20,913.84 /Month	X 12	\$ 250,966.08 /Year
3.	744	Hour	<b>101 16<sup>th</sup> Street:</b> Armed Guard Service <sup>1</sup> Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 28.11 /Hour	\$ 20,913.84 /Month	X 12	\$ 250,966.08 /Year
<b>TOTAL YEARLY COST SECTION 1:</b>							<b>\$ 736,917.12</b>

<sup>1</sup> Contractor shall provide armed guard services in accordance with the Scope of Work; however, City may, in its sole discretion, opt for Contractor to provide unarmed guard services or relocate the work Site(s).

<sup>2</sup> Contractor shall provide unarmed guard services in accordance with the Scope of Work; however, City may, in its sole discretion, opt for Contractor to provide armed guard services or relocate the work Site(s).



## Tab C - Continuation Cost/Price Proposal

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### Section 2: Additional Hourly Rates

(Note: this information will not be considered in the award evaluation)

Item No.	U/M	Description	Unit Price
1.	Hour	Unarmed Guard Service Hourly Rate	\$ 26.32 /Hour
2.	Hour	Armed Guard Service Hourly Rate	\$ 28.11 /Hour
3.	Hour	Supervisor Hourly Rate - As-Needed	\$ 29.31 /Hour

## Exhibit C



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

## **ARTICLE I**

### **SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## **ARTICLE II**

### **CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### **ARTICLE III COMPENSATION**

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

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

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

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

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

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.



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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

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

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

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

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

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

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



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

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

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

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

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

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

### **9.1.3 Non-Discrimination Requirements.**

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

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

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

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

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

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

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

**9.1.11.2 Notice Requirement.** Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

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

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

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

**A. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**1.3. 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.



## 2.5 Licenses as required in Exhibit B

	License Number	Expiration Date	Name
Private Patrol Operators (PPO) License	18014	06/30/2021	SIX MARITIME, INC

STATE OF CALIFORNIA  
**dca**  
DEPARTMENT OF CONSUMER AFFAIRS

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

**PRIVATE PATROL OPERATOR**

License No. PPO18014  
Receipt No. 5051

SIX MARITIME, INC.  
1733 NATIONAL AVE  
SAN DIEGO, CA 92113-1010

Valid Until: 06/30/2021

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

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

WPIPO 10/2015

26-PG013-S0000610-1/1



**TAB B, REPLACE WITH REQUIRED TAB AT  
FEDEX WHEN FINALIZING**

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**TAB B - EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS**

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**2.10 A Title Page**

# Solicitation Number 10089661-20-K

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A Trained Security Team for the City of San Diego

**4/3/2020**



## Six Maritime Inc

2907 Shelter Island Dr.  
Suite 105, #432  
San Diego, CA.92106  
[info@sixmaritime.com](mailto:info@sixmaritime.com)  
DUNS 077209437 / CAGE Code: 7RM91



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## 2.12 Executive Summary

Forward: Six Maritime won the most recent bid for this solicitation as the recognized best value for the City. We note the largest change in the new solicitation language is the description of the spending cap. So, we strived here to provide you with our same winning bid, and draw attention in a couple key areas: (1) Our price reflects high quality guards, a commitment to the City's Living Wage Ordinance and quality supervision with an extremely low profit margin – we have worked and re-worked these numbers – they are as tight as can responsibly be drawn while still ensuring the City receives the quality services it deserves; (2) we have organized with the County of San Diego Environmental Health Department to provide our guards, if awarded this contract again, with specialized training to account for the health hazards that may be involved with this job – *especially in light of the current health pandemic*. With recent evidence the current pandemic may also spread via fecal matter, the proper handling of services for this contract is more important than ever; Six Maritime is prepared to meet this new challenge.

Summary: Six Maritime, Inc. is certified in San Diego as an Emerging Local Business Enterprise. We are certified by the US Department of Veteran Affairs as a Service Disabled Veteran Owned Small Business. We are well equipped to provide training, program management, consulting, risk assessment and physical security services in low and high threat environments. We view our clients as our partners for ensuring collective mission success and feel obligated to provide the finest services any American company has to offer. Our personnel possess preeminent operations experience and receive the best training in the security industry. While we have worked around the world, our corporate headquarters is in San Diego.

We are well versed, trained and equipped to provide quality 24 hour/7 days a week armed/unarmed security protection for assets and property. Regardless of the asset, portapotties and public health or strategic national level assets, our process for providing quality is the same. Six Maritime's human resources manager ensures all our security guards have completed background checks; their initial, continuing and required refresher training in accordance with BSIS/state (AB2880) regulations and our own quarterly training conducted by our own Master Training Specialists/Certified BSIS instructors. Thorough training records are kept on each employee using our cloud based remote management system, which tracks all credential's expiration dates in real time to ensure all guards stay in keeping with regulations and best practices. *"If I ever leave working for the State, I am going to apply with you all!"*  
*Direct quote from Rico Stephan, CA BSIS state auditor, after reviewing Six Maritime's records.*

Six Maritime currently protects Billion-Dollar strategic national assets (US Warships) and we demand nothing less than absolute professionalism and attention to detail of our employees. We have successfully managed both land and water contracts here in San Diego under the highest stakes. The vast majority of our work meets or exceeds the scope of work and relative complexity to that listed in Exhibit B of this solicitation. Almost all of our operations demand an 8 hour shift rotation for 24 / 7 uninterrupted 365 day, weekend and holiday security operations without fail. We feel that safeguarding the public health – as required in this contract- is every bit as important as our work for the local Navy and shipyards.



## 2.13 Response to the RFP

### A. Responsiveness to the RFP

Six Maritime, Inc., understands the importance of this RFP and our responses throughout the proposal are in compliance with Exhibit B, Scope of Work.

### B. Qualifications and Experience

Six Maritime demonstrates satisfactory past performance for work of similar size and scope as described in Exhibit B by using professional references from work currently being performed.

Six Maritime is currently and successfully serving large accounts, protecting vital assets to our National Security in San Diego. Local customers include: **British Aerospace Engineering (BAE) Shipyard, General Dynamics National Steel and Shipbuilding Company (NASSCO) Shipyard and the Unified Port District of San Diego. References provided above on pages 10-11.**

SIX MARITIME, INC PAST PERFORMANCE		
CLIENT	WORK PERFORMED	# OF YEARS
<b>British Aerospace (BAE) Shipyard San Diego, CA (U.S. Navy directives)</b>	- Antiterrorism/Force Protection - Security Patrol of designated restricted zones - 24/7 Armed Security	2+ years (2017 - Present)
<b>British Aerospace (BAE) Shipyard Jacksonville, FL (U.S. Navy directives)</b>	- Antiterrorism/Force Protection - Security Patrol of designated restricted zones - 24/7 Armed Security	1+ years (February 2019 - Present)
<b>NASSCO / General Dynamics Shipyard San Diego CA (U.S. Navy directives)</b>	- Antiterrorism/Force Protection - Security Patrol of restricted zones - 24/7 Armed Security	2+ years (2017 - Present) 5 year Contract
<b>U.S. Navy / USS OMAHA (LCS-12) San Diego, CA (U.S. Navy directives)</b>	- Antiterrorism/Force Protection - Commissioning of Littoral Combat Ship - 24/7 Armed Security - Demonstrated quick SURGE capacity for the Navy	< 1 year (7 Days) (2018)
<b>U.S. Navy/USS MANCHESTER (LCS-14) Portsmouth, NH (U.S. Navy directives)</b>	- Antiterrorism/Force Protection - Commissioning of Littoral Combat Ship - 24/7 Armed Security Demonstrated quick SURGE capacity for the Navy	< 1 year (9 Days) (2019)
<b>U.S. Navy /USS CHARLESTON (LCS-18) San Diego, CA</b>	- Antiterrorism/Force Protection	< 1 year (5 Days) (2019)

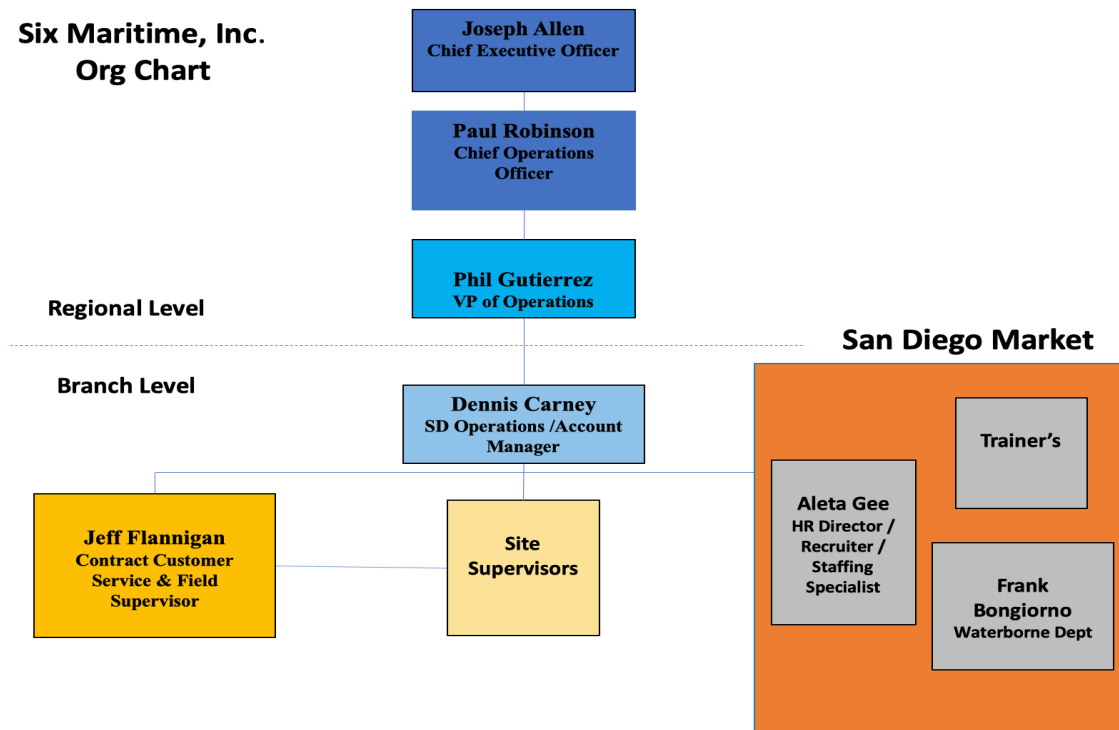




<b>(U.S. Navy directives)</b>	<ul style="list-style-type: none"> <li>- Broadway Pier Visit of Littoral Combat Ship</li> <li>- 24/7 Armed Security</li> <li>- Demonstrated quick SURGE capacity for the Navy</li> </ul>	
<b>National Oceanic and Atmospheric Administration (NOAA) San Diego, Ca</b>	<ul style="list-style-type: none"> <li>- 24/7 Unarmed security guard protection while import (State &amp; Local laws)</li> <li>- Access Control and Roving Patrol</li> </ul>	4 years (2015-Present)
<b>Unified Port District of San Diego</b>	<ul style="list-style-type: none"> <li>- security services (Patrolling)</li> <li>- Antiterrorism/Force Protection for various Port District properties.</li> </ul>	4 years (2015 - Present / Awarded 5 year contract starting June 2019)
<b>U.S. Army San Diego, CA</b>	<ul style="list-style-type: none"> <li>- 24/7 Armed Security Guard Protection for onload/offload of High Value equipment in support of war efforts / Overseas training</li> <li>- Access Control</li> <li>- Foot Patrol/Rover (Detect, Deter, Defend)</li> </ul>	1 year intermittent services during various onloads/offloads (2017-2018)

Organization chart and resume summaries of management and supervisors including Account Manager (ON FOLLOWING PAGE):

## Six Maritime, Inc. Org Chart



Our Management Team has three executive positions (CEO, COO and Vice President of Operations). Joseph Allen is the CEO and Paul Robinson is the COO; they have known each other over 20 years. Mr. Allen served as a Surface Warfare Officer and EOD Diver in the US Navy; after his Navy career and prior to founding Six Maritime, Mr. Allen served as a Deputy City Attorney for the City of San Diego and represented the People of the State of California prosecuting criminal activity that occurred in the City of San Diego. Mr. Robinson spent 25 years in the Navy SEAL Teams in San Diego prior to founding Six Maritime. The Vice President of Operations, Phil Gutierrez, retired after 30+ years in the Navy, retiring as a Security Forces Commander who was responsible and managed 11 Navy Region Southwest Security Departments as the Commander, U.S. THIRD Fleet Deputy Director of Antiterrorism and Force Protection/Fleet Security Officer with oversight of all assets from California to the Persian Gulf.

### Statement of qualifications/resume for each Company Officer listed:

#### **Chief Executive Officer, Joseph L. Allen, J.D., M.P.H.**

Mr. Allen is one of the founders of the Company and is the Qualified Manager for the company's Private Patrol Operator license in California. Mr. Allen's expert leadership over the past five years as its Chief Executive Officer has resulted in unprecedented growth, which has allowed Six Maritime to triple in size while simultaneously maintaining 100% contract compliance rating for its clients with zero safety incidents. Additionally, under his guidance, the



company was awarded the SD Chamber of Commerce veterans honor roll company of the year in 2018 for the employment of veterans.

His educational degrees and institutions attended are as follows: Tulane University, B.S. Geology; San Diego State University, Master of Public Health; Suffolk University School of Law, J.D., Magna Cum Laude.

Immediately prior to founding Six Maritime, Mr. Allen served as a *Deputy City Attorney for the City of San Diego*, in both the civil special litigation and Prosecuting criminal division trial units and served as the Military Liaison Deputy for the City of San Diego.

Mr. Allen also served honorably as an Officer in the United States Navy for over 14 years and had numerous leadership assignments including: gunnery officer, surface ship navigation officer, mobile combat communications officer and explosive ordnance disposal diving officer.

#### **Industry Associations**

- Current Environmental Health Advisory Board Member for the County of San Diego
- Chair of the Military, Defense and Veterans Committee for the San Diego Regional Chamber of Commerce.

#### **Chief Operations Officer, Paul A. Robinson**

Mr. Robinson is one of the founders of the Company and is a certified Company, Ship and Port Facility Security Officer. Mr. Robinson has successfully overseen 300,720 manhours of high-profile, high value, security guard operations for both east and west coast of the United States. Prior to founding Six Maritime, Mr. Robinson headed the Research and Development Acquisitions Department at Undersea Naval Special Warfare Group Three. Other notable assignments held during Mr. Robinson's extensive career as a Naval Special Warfare/SEAL operator include: Chief of Operations and Training Undersea and Maritime with 165 subordinate operators and SEAL Team Chief of Operations, coordinating six 16-man forward deployed teams.

A sample of his operational education includes: Risk Management Coordinator, Risk Management Integration Leader, Certified Master Training Specialist, High Risk Instructor, Range Safety Officer, Tactical Combat Casualty Care, Special Warfare Sniper, Long Range Maritime Navigation, Stinger Missile Operator, Marine Mammal Systems Operator, Tasked Based Curriculum Developer, Drop Zone Safety Officer, Basic Underwater Demolition SEAL Training, BUD/S; numerous other training courses and positions held from his extensive experience as a Naval Special Warfare/SEAL operator for 25 years are available upon request.

#### **Vice President of Operations, Phillip Gutierrez**

Mr. Gutierrez has overseen 2 years of civilian security guard operations since joining Six Maritime after his retirement from the Navy where he garnered over 30 years of security expertise. Mr. Gutierrez retired as the Deputy Director of Antiterrorism (AT) and Force Protection (Fleet Security Officer) for Commander, U.S. THIRD Fleet. Other notable assignments held during Mr. Gutierrez's extensive career in Naval Security Forces (NSF) include:



Commander Navy Region Southwest Security Officer; Commander, U.S. Pacific Fleet Antiterrorism Operation Officer; Commander Riverine Group TWO Det Bahrain as Deputy Commander of Task Force 56.11 Operation Vigilant Mariner-Embarked Security Teams; Installation Security & Antiterrorism Officer (ATO), Expeditionary Base; Camp Lemonnier, Africa ATO, Commander; U.S. Pacific Fleet (Assessments, Plans and Policy) and Shipboard Force Protection Officer. Member of Operational Planning Teams for operations in the Pacific to include: Operate Forward- 2 Fleets in the same Area of Operations operating independently. AT Program, training and certification oversight for a Fleet of 125 ships and 47,200 personnel to include leading teams of 50 trainers in support of multi-ship functional and full-scale AT exercises. Management of security, Antiterrorism/Law Enforcement operations, harbor security, training and access control for 11 U.S. and 8 Overseas bases. Leader for Operational, Risk and Vulnerability Assessment Teams conducting Higher Headquarter Assist/Assessments. Completed four operational deployments to every major area of conflict during the course of his 30+ year career.

#### **San Diego Account Manager (AM) , Dennis Carney**

Mr. Carney has a long history in conducting and managing operations and training of for security personnel. Mr. Carney is a retired peace officer. He currently manages daily operations and training for 37 Six Maritime personnel in the San Diego area supporting contracts at BAE Systems and NASSCO/General Dynamics shipyards. Prior to employment at Six Maritime, Mr. Carney was a senior probation officer in the City of San Diego for over 20 years. He is qualified as a Range master, Firearms Instructor, Field Training Officer, EVOC Instructor, Defensive Tactics Instructor, California P.O.S.T. certified instructor.

As a Peace Officer pursuant to PC830.5. He was charged to supervise offenders placed on formal probation, post release and community supervision or mandatory supervision under California law. His duties involved preparing pre-sentence reports, arrest and violation reports and supplemental performance reports for the California Superior Court. Ultimately his job was to enforce laws, make arrests and protect community safety. This form of intrusive leadership makes of an ideal security manager.

Additionally, Mr. Carney retired in 2019 as a Chief Warrant Officer for the US Coast Guard Reserves, and as a Maritime Law Enforcement Specialist (MLES4), he managed 26 enlisted members of the active reserve component. He was responsible for preparing performance evaluations, overseeing law enforcement training, reviewing enforcement reports and enforcing Federal Laws on US Waterways.

Mr. Carney's Qualifications:

- CA BSIS Guard Card, BSIS Exposed Firearm Permit, Baton Permit, OC Permit.
- Counter Terrorism Tactical Action Officer Certified.
- Completed US Coast Guard Boarding Officer Course (FLETC) Charleston SC.
- Bachelor's Degree in Criminal Justice Administration

#### **Customer Service Liaison and Field Supervisor, Jeff Flannigan**

Mr. Flannigan has compiled a long history of experience with a number of security efforts, including as the head of executive protection for Sempre Energy and San Diego Gas and Electric



(SDG&E); he knows the security industry intimately with attention to detail and management second to none. Mr. Flannigan has successfully managed services of equal or greater scope on behalf of Six Maritime. No employee has been with the company longer than Mr. Flannigan or has a better understanding of managing the immediate needs of the client.

#### Highlights

- Account Manager (AM) will be a salaried employee, dedicated solely to the City account, and will be available to the City 24/7/365.
- AM will make unannounced inspections of all guards, no less than once per 8 hour shift.
- Cost for AM will be borne by Six Maritime as “non-reimbursable supervision” and will meet with City on a regular basis to ensure contract compliance and satisfaction.
- AM will work out of the Six Maritime office, but will field supervise as well.

3. Knowledge of the latest policies and practices of driving consistent results in the Security Services industry. Demonstrated contributions to or involvement in industry advancement.

Six Maritime brings great experience and commitment to help the City of San Diego achieve the results needed and expected by a company that protects critical infrastructure assets routinely. Since the grand opening of our “Critical Training Laboratory” in our Barrio Logan office on National Avenue (wherein we installed a state-of-the-art simulated security guard and firearms training system), Six Maritime has been routinely consulted for our know-how and latest techniques in responding to threats that may be encountered by security guards, law enforcement and military personnel working in risk-prone environments.

Closely monitoring and adhering to state and local laws and industry standards is a priority directive at Six Maritime. Our compliance focus is two-fold: (1) addressing requirements that apply to our business, and (2) those that impact the services our clients receive.

We help ensure consistent results by process-mapping our services and creating pre-planned responses to envisioned troubling scenarios; these can range from non-compliant or belligerent persons attempting to harm our client’s property to innocent members of the public that may need assistance under our scope of work, and everything in between. By mapping services and pre-planning and training to responses we help ensure consistent results with all our services and deliver to the client the level of performance they deserve.

Company leadership is displayed through active participation in professional organizations in the security industry. Through this involvement, we are able to network and keep abreast of industry developments, contribute to industry standards, and deepen working relationships with professionals throughout North America. This past year our CEO and VP of Operations were recognized as local security experts and invited to be panel speakers at the area’s largest association, the American Society for Industrial Security (ASIS).



We wholeheartedly understand our role in providing the City of San Diego with a safe, welcoming environment at the locations we are proposing services.

#### 4. Number of Employees Providing Services.

We estimate the number of employees needed to perform on this contract is approximately 14. We always conduct 100% of our work with our own employees and will do so if awarded this contract. Our intention is to interview incumbent staff, from our current workforce, and possibly engage new hires on our older contracts to slowly phase them into our operations.

#### Personnel Calculation Chart

Post	Monthly Hrs.	Yearly Hrs.	FBWH	Post Staffing	Final
First Ave. Post	744	8928	1920	4.65	
G Street Post	744	8928	1920	4.65	
16 <sup>th</sup> Street Post	744	8928	1920	4.65	
Total Staffing				13.95	<b>14</b>

Six Maritime uses a labor calculator assuming a fulltime 40-hour work week value of 2080 hours per year to determine optimum fulltime manning required to complete the listed labor hours per post listed above. The staffing requirement is calculated by burdening the fulltime hours with 80 paid holiday and sick leave hours, with an additional 80 unpaid hours, per the Living Wage Ordinance, leaving 1920 fully burdened work hours (FBWH) per guard to fill post hour requirements. Our staffing requirement for this post calculates to 14 full-time employees. This figure is *in addition* to the dedicated management staffing outlined in pages 28-31 of this proposal.

We recognize our personnel requirement calculation came out close to a full 14 person complement of guards; this has occurred many times in the past and often it works quite well. However, the need has occasionally arisen for us to hire an additional body after the contract is running in order to keep it running appropriately; having the calculation come out to nearly an exact body count indicates to us we may need to plus up one person; we are certainly prepared to do so here, if needed.

#### 5. Six Maritime demonstrates retention of staff and supervisors from previous performance at comparable facilities.

Six Maritime has been able to capture data to better understand how to decrease staff turnover while increasing staff retention in each market in which we conduct business. Six Maritime has the reputation of having the lowest turnover percentage compared to the industry standard because we generally pay 10-15% higher wages than the regional average. Additionally, Six Maritime utilizes incentive bonuses and an employee engagement program to



help improve employee satisfaction. Our local office boasts a turnover of less than 10% per year.

Our largest source of friction in San Diego has been from, where we work alongside other security guard companies, their guards want to leave that company and come work for us. This has caused some difficult management scenarios for those companies, especially in an era of record low unemployment. However, to the point of this section, it has been proof to us that our model of paying slightly more than our competitors to ensure retention is working for us.

### **C. Compatibility of Staffing Plan with City Specifications**

1. Six Maritime demonstrates ability to provide reliable and consistent staff and staffing levels to guard the facilities specified in this RFP through our plan as outlined below.

Six Maritime would service the City of San Diego from our local office located in San Diego (National City). Six Maritime has a dedicated staff, housed in San Diego, to handle everything from recruiting, training, Human Resources (HR), supervision, management oversight, scheduling, call-offs, discipline, and communication with City officials. Our HR staff is composed of individuals who have worked with us for the past 6 years and know each and every one of our guards intimately.

Our employee recruiting, screening and staffing program, ensures that the City of San Diego's facilities that require security is quickly staffed with carefully selected security professionals who meet your specific requirements; from special skills to security clearances. You will only be presented with qualified candidates who are a good fit for your environment.

Currently we help serve as a surging source for Allied Universal Security in several areas of their local operations. They choose to use us because they know we can staff events with qualified individuals with little advanced notice. We are able to do that because we pay more than our competitors. We are able to pay more, because we are comfortable with lower profit margins. All of this comes together to give us the ability to calculate the number of staff we need, screen new hires and hire that amount of staff, then train the new hires to the desired level of standard to meet client needs. Screening, Training and Tracking of staff that we are able to retain are the key components.

### **Screening**

The number one objective of the Six Maritime screening process is to identify quality. We consider background, experience, communication and interpersonal skills, and fit for the position. Qualified candidates are invited to formally interview with our branch recruiting team.

Six Maritime's Screening Process:

- Application Review & Assessment
- Interviews
- Physical Ability
- Electronic I-9 and E-verify



- Criminal Background Checks
- Pre-employment Drug Testing
- Biannual random Drug Testing
- Education & Employment Verification

### **Training for the City of San Diego**

Six Maritime offers a variety of training options to ensure the contracted security team has access to the training required to service the City of San Diego contract.\* After each training program is delivered, knowledge is tested to ensure professional comprehension. You can have peace of mind knowing that the security professionals assigned to the City of San Diego's contract are well-trained to meet specific requirements and prepared to exceed your expectations.

Six Maritime's Critical Training Laboratory is the backbone which all formal training and development opportunities exist. Training is tailored for specific roles and divisions:

- **Six Maritime Security Professional Training:** There are Five Phases of security onboarding and development.
  1. New Employee Orientation
  2. On-the-Job Training Post Certification
  3. Core Training
  4. Quarterly Site Training
  5. Vertical Market Training

*\*In addition to our standard training package outlined above, we have organized with the County of San Diego's Environmental Health Department to conduct special Environmental Health Best Practices training for our security guards that would be assigned to this contract. The training would focus on the unique environmental health concerns posed by this scope of work and also in light of the current Covid-19 virus pandemic. There is emerging evidence of fecal contamination spread of the virus in addition to the respiratory transmission pathways; this poses additional threats to the guards and public associated with porta-potty use and Six Maritime will be prepared to meet this additional threat.*

### **Compliance Tracking**

Thorough records are kept through Six Maritime's cloud-based programing system, PODIO, which allows training to be accurately recorded and reported. Trainers and managers can track security professional progress through initial, specialty and refresher training, and verify compliance. Our company opened a new firearms and baton training facility in 2019. To finish our certification, California's Bureau of Security and Investigative Services division under the Department of Consumer Affairs must audit the company and its records. The state auditor, Rico Stephan, that toured and inspected all of Six Maritime's records commented that Six Maritime had the best compliance records of any company he had seen. Furthermore, he was so





impressed with our management systems that he stated, *"If I ever leave working for the State, I am going to apply with you all!"*

### **PC 832 (or compliant) Training Program**

Six Maritime will provide an internal training program that complies with all subjects and requirements for the completion of PC 832. *After winning the award for this solicitation last month, we hired the local POST instructor from Miramar College that teaches the State Certified PC 832 course and he built for us a qualified curriculum that strictly follows the PC 832 state certified curriculum including:*

- Leadership, Professionalism & Ethics
- Criminal Justice System
- Policing in the Community
- Introduction to Criminal Law
- Law of Arrest
- Search and Seizure
- Presentation of Evidence
- Investigative Report Writing
- Use of Force
- Crime Scenes, Evidence, and Forensics
- Arrest and Control
- Firearms/Chemical Agents
- Crime Against the Justice System
- Cultural Diversity/Discrimination

We will utilize this curriculum with certified instructors to meet the City's standards for PC832 training.

### **CPR/First Aid/AED Certifications**

All Six Maritime guards assigned to City contracts will be trained in CPR, First Aid and Automated External Defibrillation (AED) training. Training for these skills is conducted in a variety of ways, including: at a local office pre-assignment, using outside certifying agency, or by trainers at your facility. We ensure that trained employees receive appropriate certificates and track certification anniversary dates and maintain compliance via our PODIO system.

2. Six Maritime's strong management and supervision provide consistent security guard service results as demanded by all our clients.

Six Maritime security professionals and managers assigned to protect your people and property must be supported by a network of resources that exists for one purpose - to help them succeed for you. Our comprehensive Local Response approach is what differentiates the service you will receive from Six Maritime.



**Local Response** - The branch office located closest to your facility is the home of the support team behind Six Maritime employees and managers providing your security. Support staff and management will have detailed knowledge of your security program and market, and will oversee strategy, hiring, training, scheduling, supervision and administration.

Branch office managers, recruiters, trainers and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans
- Ordering, fitting and distribution uniforms
- Quality assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries

### **Quality Inspections**

As a primary tool of the supervision process, inspections help us meet our contracted obligations. Six Maritime inspects security services at client sites on a routine and random basis.

- Inspections offer the opportunity for management to work with security professionals, providing hands-on training, mentoring and supervisory support.
- Security personnel demonstrate proficiency at their duties under close, expert observation.
- Ongoing inspections ensure security professionals consistently meet your expectations.
- Inspections provide positive reinforcement, solicit feedback and promote communication among supervisors and field personnel.
- Inspections allow us to identify any areas that need improvement or perhaps suggest changes in post orders that will result in a better service.

### **Post Orders**

To Six Maritime, post orders represent the playbook that guides the day-to-day activities of the entire account security team. While some treat post orders lightly, Six Maritime takes a far more serious approach. Post orders and Standard Operations Procedures Manuals are essential components of our security programs. Our local managers create, implement and update these manuals in collaboration with our clients, while our security professionals refer to them consistently. For your facilities, post orders will include all current service date and requirements, information we follow strictly and continuously.

### **Six Maritime Account Management**

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Six Maritime's account manager makes a critical difference in the success of your security program. Your needs, culture and organizational goals set the tone for the account manager's priorities. This individual will manage your day-to-day security operations and ensure that your security vision is Six Maritime's security vision.

Your responsive account manager will:



- Oversee a team of security professionals and supervisors, including hiring/selection of personnel that is the right fit for your environment.
- Manage scheduling, payroll, training, coaching, and development in collaboration with the local support team.
- Be an empowered decision maker who understands your account and can take ownership of changes that need to be made.
- Ensure all required reporting and contract compliance requirements are met, understood and acted upon.
- Deliver impactful solutions that are focused on improving your satisfaction.

You will have an experienced security leader at your disposal every day. Six Maritime account managers, as well as customer service and field supervisors have proven themselves in various security professional positions, law enforcement or military (sometimes both), and have the experience to serve as mentors for your security team. Six Maritime's formal employee development processes identify ready leaders in our organization and prepare them for internal promotion. Employees are set on a career path and their progress is tracked before they are recruited into a management position. You can have peace of mind knowing that you have an individual with the experience needed to effectively lead security for you. We routinely receive praise from our clients about the satisfaction they have with our management team – we take great pride in that and are looking forward to serving you with that same level of expertise and devotion.

3. Six Maritime has poured over Exhibit B, the Scope of Work, and has already gleaned knowledge and understanding of the Scope of work and has the highest confidence in our capability to effectively meet the City's needs.

Six Maritime has unparalleled experience and knowledge providing the services outlined in the Scope of Work required for this contract with the City of San Diego. *Our CEO, in addition to being a recognized expert in security guard services, holds a Master's Degree in Public Health; he is a County Supervisor's appointed representative on the Environment Health Advisory Board to the County – he has a thorough understanding of the public health dilemma the City faces that underscores the need for these restroom facilities and thus the need for the guard services to monitor them.*

In addition to understanding the statement and scope of work, developing a trusting and strong relationship with the City of San Diego staff and employees is equally as important to insure seamless and exceptional communication and delivery. We believe we will provide the highest customer service to the public, their safety and assist in the City's endeavor to prevent the spread of communicable diseases by becoming a key resource in your security program design and problem resolution.



With our long history of work in the government space, Six Maritime understands 24/7/365 schedules and what it takes to partner with both the internal (client) and external (visitors and employees) users within the community to make that level of service work indefinitely.

Six Maritime will deploy one (1) either armed or unarmed guard for each three (3) eight (8) hour shifts to provide 24 hour/7 days a week service in accordance with the scope of work and pricing page for site specific requirements, perimeter security to ensure the safety of the public within the three (3) designated portable public restrooms; porta potties.

For the City of San Diego, our security guards will perform armed and unarmed security; our personnel will be trained and qualified to each designated facility areas and perform the following SOW services as outlined in **(1.1 through 1.18)**: under duties listed in Exhibit B of the RFP:

- Perform one inspection of each facility, and porta potty during every eight-hour shift.
- Properly respond to facility complaints and concerns reported from users.
- Monitor cleanliness of porta-potty's and immediately close if it needs repairs, re-stocked or cleaned.
- Contact United Site Services if a porta-potty or handwash station needs cleaned, replaced, repaired or re-stocked.
- Direct Users to comply with posted policy and procedures.
- Control access at main entrance points and monitor all visitors to prevent illicit activity.
- Monitor activities within immediate perimeter to prevent any potential illicit activities from affecting the safe enjoyment and use of the facility.
- Intervene/deescalate potential incidents as appropriate, document all incidents and interventions in the daily log.
- Write and Maintain daily logs of all incidents when law enforcement is called. (note: Six Maritime provides online, real-time access of all daily logs to designated City staff. Daily logs shall contain the following information: (1) date and time of the incidents; (2) full name of guard and badge #; (3) a description of the incident, including pictures and identity of the individual(s) involved; (4) description of the action taken by the guard to resolve the incident; (5) the incident number from law enforcement and/or emergency responders at the facility or appeared on scene.
- Write and maintain daily logs of attendance to capture the accessing the by the hour and provide online, real-time access of all daily logs to designated City staff.
- Greet each user and advise which porta-potties are available or in use.
- Report any concerns to the police department, fire department or other first responders as needed.
- Maintain assigned post at all times or until properly relieved.
- As reasonably possible, maintain a safe atmosphere. Guards shall not make physical contact, or attempt to subdue, any person(s), observed participating in illegal or suspicious activities. Immediately report all illegal or suspicious activities by calling San Diego Police Department or 911.



- Keep facility and all assigned equipment secure.
- Be dressed in company uniforms, including foul weather gear, at all times. Uniforms will be clean and professional looking at all times.
- Six Maritime is responsible for providing security guard personnel with all communication devices (cell-phone, radio, tablet, etc.) while at designated site(s), and responsible for providing a power source for all communication devices to ensure sufficient battery life to last the entire shift.
- Six Maritime guards shall act professionally at all times.

### **Customer Service and Field Supervision**

- Covered in Tab B Pages 30-31, 35-37.

### **Extra Service**

Six Maritime's local work force is robust enough to surge to and provide additional personnel that the City may request within 24 hours of notification. We are known for our surge capability and have also assisted the Unified Port District from time to time when they need surge guards.

### **Court Appearance**

Six Maritime will ensure security guards make all required court appearances, or, as required on behalf of the City, that result from an action taken by guard performing services to meet terms of this contract. Court hours invoiced, including pay will be identified as Court Appearance and/or identified as Authorized Overtime accordingly. We know the importance of this step very well. Our CEO was a prosecuting attorney for the City of San Diego and at times depended on the City's employees and contractors to testify to support the City's positions in court. Six Maritime will absolutely ensure our guards fulfill any court requirements derivative from assignments under this contract.

### **Independent Contractor**

Six Maritime and all employees will have a thorough understanding that we are a contractor, not an employee to the City. We are not subcontracting for this job.

### **Suspension of Work**

Six Maritime understands and acknowledges that the City may unilaterally provide Six Maritime with written notice to suspend, delay, or interrupt all, or any part of, work under this Agreement for a period of time determined by City. Furthermore, if City provides Six Maritime with written notice ten (10) or more calendar days prior to suspension of work, Six Maritime will not be entitled to any payment under this Agreement while work is suspended, delayed or interrupted.



## **Assignment of Contract**

Six Maritime will not assign this Agreement, or any right or interest hereunder, without prior written consent of City.

## **City Holidays**

Six Maritime will comply with the City's observed ten (10) holidays:

New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents Day, Caesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Six Maritime services under this Agreement are required to observe holidays, unless we are provided written notice otherwise by the City. All work performed on City Holidays will be paid at the same hourly rates as regular service under this Agreement.

## **Personnel Standards**

All Security Guards will meet the following criteria:

- All Guards will have permanent Guard cards, issued by the State of California.
- Guards will have completed PC 832 courses or a PC 832 equivalent course (reviewed and approved by the City) (Page 35).
- Copies of Guard Cards and proof of PC 832 will be provided upon request.
- Guards will have a minimum of five (5) years security guard experience, two (2) years which must be protecting critical infrastructure, or equivalent experience in accordance with Exhibit B.
- All guards will possess an acceptable level of agility, stamina, and overall good physical health.
- Proficient in written and oral communication in English.
- Capable of operating and responding to telephones, radios, alarms and camera equipment.
- Must report on time for duty at work site. Any unapproved or failure to appear on time, shall result in the guard's removal from the work site. If guard is unable to report on time, guards must immediately contact the supervisors to maintain 100% staffed at each site.
- Guards will understand that visitors, pets, friends, or family members are not allowed at the facility, except for necessary use of porta-potties.
- Use of radio's, TV's, CD players, or ear plugs is prohibited while guard is on duty.
- Absolutely no sleeping or napping on duty. Guard's supervisor will be immediately notified, and the guard will be relieved of duty.
- Guard's will have valid CPR certification and certification in Basic First Aid.



- Six Maritime will verify that all armed security guards take the required coursework, receive all required training, before carrying a firearm. All armed guards will have permits and certifications, that includes Department of Consumer Affairs and BSIS.
- All guards will undergo a criminal history background check before working for this contract. Proof will be presented of all guard background checks with the understanding must not have any felony within the past seven (7) years.
- Guards will be drug tested and proof will be provided.
- City reserves the right to interview and right to reject any, and/or all, applicants.

## Licenses

	License Number	Expiration Date	Name
Private Patrol Operators (PPO) License	18014	06/30/2021	SIX MARITIME, INC

- See Tab A, Page 22.

## Contract Administration

Six Maritime Acknowledges that the Contract Administrator for this contract is the Parks and Recreation Department's designee specified on the purchase order(s) under this agreement; and this designee will have oversight of billing questions and invoice payments and of this Agreement to ensure compliance with scope of work and/or performance to contract specifications.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Agreement on behalf of the City. All changes to Six Maritime will be in writing, signed by the Purchasing Agent.

With 24 hours or more notice of work, security guards will be compensated at regular rates. With less than 24 hours' notice, security work will be deemed "emergency services" and guards shall be compensated at one and a half times regular hourly rates for regular services. We also understand that any shift beginning 24 hours or more after City's request for service shall not be compensated as emergency service hours. Invoices will identify emergency service hours with the understanding that emergency services must be authorized in writing, in advance, by the Contract Administrator or designee.

Our goal is in line with what the City of San Diego is seeking. By putting you first, Six Maritime employees work every day to achieve your mission, vision and values, and we strive to improve our services through proactive, innovative public stewardship.



4. Six Maritime has detailed above our methods to accomplish the work, including technical, and management considerations outlined in this RFP. Tasks and approach are described further here:

Communication is the key to a successful start-up of services. Six Maritime management will conduct weekly meetings throughout the transition process. Transition programs include:

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- Thorough review of each facility to confirm specific security needs
- Preparation of a written timetable with measurable goals
- A transition management team specifically assigned to the City
- Development of detailed training programs and post orders
- Selective security professional recruiting and stringent screening
- Orientation training
- On-site training *AND special Environment Health training*
- Testing and review of security professional knowledge
- Transition assessment and surveys

Our transition plan will be tailored to incorporate recommendations for each site.

Six Maritime is prepared upon contract award to transition and implement a value-based security program that meets the City of San Diego's specifications within the timeline. Six Maritime offers:

- ✓ ☐ **Extensive Experience & Capabilities** servicing municipal, state and Federal government entities
- ✓ ☐ **Sourcing, screening, hiring and training** security professionals to protect City assets
- ✓ ☐ Providing security professionals who work cooperatively with and/or **supplement local law enforcement**
- ✓ ☐ **Strong supervision** that will support our security professionals with continuous training of personnel





- ✓ ☐ **Continuous training** on post orders, emergency preparedness, safety and any other areas of importance deemed necessary by the City.
- ✓ ☐ **Contract Compliance, Transparency & Communication** is the backbone of your security program. Six Maritime security services will allow the City to focus on its business at hand.

In conclusion, the City recognized Six Maritime as the best choice to serve the City's needs for this solicitation last month and we have only strengthened our offering since then by insuring we are also prepared to safeguard the City, with best practices, against additional health threats that have emerged. We remain the City's best choice! Six Maritime is a company renowned in San Diego for providing superior security services. We are a service disabled veteran owned emerging local business enterprise that seeks to bring our top-tier services to further support the City of San Diego's security needs. Winning this solicitation again would be our honor and allow us to continue putting in motion the steps we began last month to put more veterans to work serving the City we love.

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TAB C

**TAB C, REPLACE WITH REQUIRED TAB AT  
FEDEX WHEN FINALIZING**

## Tab C - Cost/Price Proposal

### A. Pricing Page

#### Section 1: Designated Portable Public Restroom Site

Item No.	Est. Monthly Hours	U/M	Description	Unit Price	Monthly Price	Months per Year	Yearly Cost (Monthly Price x 12)
1.	744	Hour	<b>1<sup>st</sup> Avenue and C Street:</b> Unarmed Guard Service <sup>2</sup>  Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 26.32 /Hour	\$ 19,582.08 /Month	X 12	\$ 234,984.96 /Year
2.	744	Hour	<b>1330 G Street:</b> Armed Guard Service <sup>1</sup>  Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 28.11 /Hour	\$ 20,913.84 /Month	X 12	\$ 250,966.08 /Year
3.	744	Hour	<b>101 16<sup>th</sup> Street:</b> Armed Guard Service <sup>1</sup>  Daily Tasks, 24 hours a day, 7 days a week, Monday through Sunday, including all City observed holidays, as specified.	\$ 28.11 /Hour	\$ 20,913.84 /Month	X 12	\$ 250,966.08 /Year
<b>TOTAL YEARLY COST SECTION 1:</b>							<b>\$ 736,917.12</b>

<sup>1</sup> Contractor shall provide armed guard services in accordance with the Scope of Work; however, City may, in its sole discretion, opt for Contractor to provide unarmed guard services or relocate the work Site(s).

<sup>2</sup> Contractor shall provide unarmed guard services in accordance with the Scope of Work; however, City may, in its sole discretion, opt for Contractor to provide armed guard services or relocate the work Site(s).



## Tab C - Continuation Cost/Price Proposal

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### Section 2: Additional Hourly Rates

(Note: this information will not be considered in the award evaluation)

Item No.	U/M	Description	Unit Price
1.	Hour	Unarmed Guard Service Hourly Rate	\$ 26.32 /Hour
2.	Hour	Armed Guard Service Hourly Rate	\$ 28.11 /Hour
3.	Hour	Supervisor Hourly Rate - As-Needed	\$ 29.31 /Hour