Meeting Date: **10/21/2014**

Report Type: Review

Report ID: 2014-00720

City of SACRAMENTO **19**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: (Agreement/Contract for Review and Information) Uniformed Unarmed Security Guard Services

Location: Citywide

Recommendation: Review a report 1) awarding a one-year contract with four one-year renewal options to National Security Industries & Services ("National"), the lowest responsible and responsive bidder, in a total amount not-to-exceed $12,681,458 for the potential maximum five year term; 2) authorizing the City Manager or the City Manager's designee to execute the contract and renewal options specified above provided that sufficient funds are available in the adopted budget of the applicable fiscal years; and 3) continue to October 28, 2014, for approval.

Contact: Katherine Robbins, Program Analyst (916) 808-1562; Craig Lymus, Procurement Services Manager, (916) 808-5524, Department of Finance

Presenter: Katherine Robbins, Program Analyst (916) 808-1562; Craig Lymus, Procurement Services Manager, (916) 808-5524, Department of Finance

Department: Finance

Division: Procurement Services

Dept ID: 06001511

Attachments:

1-Description/Analysis

2-Attachment 1

3-Contract

City Attorney Review

Approved as to Form
Lan Wang
10/2/2014 3:54:56 PM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 9/26/2014 12:21:37 PM

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Description/Analysis

Issue Detail: The City has an ongoing requirement for uniformed unarmed security guard services for 22 City-owned facilities. The existing City contract (Contract No. 2008-032) with National will expire on November 1, 2014. The City completed an Invitation for Bid (IFB) No. B15061511003 process as specified in City Administrative Policy and Code. A total of nine contractors responded to the IFB and six were determined to be non-responsive. National was determined to be the lowest responsive bidder.

Policy Considerations: The recommendations in this report are in accordance with 1) Resolution No. 2013-0367, which requires additional posting time for labor agreements and agreements greater than $1 million; 2) City Code Chapter 3.56 regarding determination of lowest responsible bidder ; 3) City Code Chapter 3.60 requiring consideration of bid protest by the City Council; 4) City Code Chapter 3.58 requiring the payment of a living wage for certain non-professional services contracts; and 5) Administrative Policy 4101 for the procurement of non-professional services.

Economic Impacts: None.

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve the administrative activity of contracting for the purchase of uniformed unarmed security guard services, and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: The existing City contract (Contract No. 2008-032) will expire November 1, 2014. On July 7, 2014, Procurement Services issued IFB No. B15061511003 to solicit qualified contractors to provide uniformed unarmed security guard services on a citywide basis. Nine bids were received and opened by the City Clerk on August 6, 2014. National was determined to be the lowest responsive bidder.

The final bid results are shown in the table below:

	ABC Security	US Security	Securitas	First Alarm	American Discount	Comprehensive	National Security	Cypress Private	Universal Protection
Business Location	Sacramento	Stockton	Sacramento	Sacramento	Hayward/ Fremont	Elk Grove	Sacramento	Elk Grove	Sacramento
Prompt Payment Discount	0.1% @ 15 days	Not offered	1% @ 22 days	Not offered	Not attached	1% @ 10 days	2% @ 22 days	.50% @ 30 days	1% @ 10 days
	3.0% YR INCREASE	3.0% YR INCREASE	YR RATE VARIES	1.5% YR INCREASE	2.25% YR INCREASE	YR RATE VARIES	YR RATE VARIES	2.75% YR INCREASE	3.0% YR INCREASE
Base Annual	$2,770,010.32	$3,264,339.88	$2,777,055.96	$2,805,023.00	$2,887,000.32	$2,548,658.56	$2,496,054.64	$3,622,490.24	$3,408,378.12
Annual Cost Increase- Yr .2	$83,100.31	$97,930.20	$52,764.06	$42,075.35	$64,957.51	$50,973.17	$-	$99,618.48	$102,251.34
Base Annual Cost-Yr. 2	$2,853,110.63	$3,362,270.08	$2,829,820.02	$2,847,098.35	$2,951,957.83	$2,599,631.73	$2,496,054.64	$3,722,108.72	$3,510,629.46
Annual Cost Increase-Yr. 3	$85,593.32	$100,868.10	$53,766.58	$42,706.48	$66,419.05	$51,992.63	$37,440.82	$102,357.99	$105,318.88
Base Annual Cost Yr. 3	$2,938,703.95	$3,463,138.18	$2,883,586.60	$2,889,804.82	$3,018,376.88	$2,651,624.37	$2,533,495.46	$3,824,466.71	$3,615,948.35
Annual Cost Increase- Yr .4	$88,161.12	$103,894.15	$60,555.32	$43,347.07	$67,913.48	$66,290.61	$38,002.43	$105,172.83	$108,478.45
Base Annual Cost Yr .4	$3,026,865.07	$3,567,032.32	$2,944,141.92	$2,933,151.89	$3,086,290.36	$2,717,914.97	$2,571,497.89	$3,929,639.55	$3,724,426.80
Annual Cost Increase-Yr. 5	$90,805.95	$107,010.97	$67,715.26	$43,997.28	$69,441.53	$67,947.87	$12,857.49	$108,065.09	$111,732.80
Base Annual Cost Yr .5	$3,117,671.02	$3,674,043.29	$3,011,857.19	$2,977,149.17	$3,155,731.89	$2,785,862.85	$2,584,355.38	$4,037,704.63	$3,836,159.60
Sub-Total - Cost 5 Yrs	$14,706,360.98	$17,330,823.75	$14,446,461.70	$14,452,227.23	$15,099,357.27	$13,303,692.48	$12,681,458.01	$19,136,409.85	$18,095,542.33
LBE Requirement Met	Yes	No	Yes	No	No	No	Yes	No	Yes
Prompt Payment Discount	$-	$-	$144,464.61	$-	$-	$-	$253,629.16	$-	$-
TOTAL	$14,706,360.98	$17,330,823.75	$14,301,997.09	$14,452,227.23	$15,099,357.27	$13,303,692.48	$12,427,828.85	$19,136,409.85	$18,095,542.33
		Non-responsive		Non-responsive	Non-responsive	Non-responsive		Non-responsive	Non-responsive

Financial Considerations: In determining the recommended spending authority, staff reviewed the expenditure history for this service and considered future needs. The recommended not-to-exceed amount of $12,681,458 with National includes all known price increases and contingencies. The estimated annual expenditures are provided in the table shown above.

Funding for uniformed unarmed security guard services will be provided by the operating budgets of the departments utilizing this service. Sufficient funding is available in the FY2014/15 budget for security services through June 30, 2015. Purchases made after June 30, 2015, are subject to funding availability in the adopted department budgets for the applicable fiscal year.

Local Business Enterprise (LBE): National Security is headquartered in San Jose, CA and has a local office in the City limits.

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Background:

The City has an ongoing requirement for uniformed unarmed security guard services citywide. The current contract with National (No. 2008-032-5) expires on November 1, 2014.

On February 26, 2013, City Council extended a five-year contract for one additional year to National for uniform unarmed security guard services in a total amount not to exceed $13,907,311 for a six-year period.

On November 13, 2013, with the end of the contract extension term approaching, Procurement Services issued IFB No. B14061511003. Seven contractors responded to the IFB. The lowest bidder, First Alarm, withdrew their bid; Securitas Security Services USA, Inc. ("Securitas") was found non-responsive; and National was determined to be the lowest responsive and responsible bidder.

On February 21, 2014, a bid protest was filed by Securitas pursuant to City Code 3.60.500. The matter was taken before McGeorge Law School as an administrative hearing. A decision was rendered on April 11, 2014, supporting staff's recommendation to award to the contract to National.

On May 20, 2014, Procurement Services presented a recommendation to Council to adopt the findings of fact issued by the Hearing Examiner on the bid protest filed by Securitas, and to award the contract to National. After hearing from all interested parties, the City Council rejected all bids, and directed Procurement Services to extend the existing contract to November 1, 2014, to allow additional time to rebid the project.

On July 7, 2014, Procurement Services issued an Invitation for Bid (IFB) No. B15061511003. A total of nine contractors responded to the IFB. The bids were received and opened by the City Clerk on August 6, 2014. National was determined to be the lowest responsive bidder. Of the nine contractors who submitted bids, six were determined to be non-responsive.

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City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 10/21 & 10/28

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Select Contract Type **PO Type:** Select PO Type **$ Not to Exceed:** $ 12,681,458	**Attachment:** Original **No.:** **Original Doc Number:**
Other Party: National Security Industries & Services	**Certified Copies of Document::** 1
Project Name: Uniformed Unarmed Security Guards	**Deed:** ☐None ☐ Included ☐Separate
Project Number: Bid Transaction #: B15061511003	LBE-DBE-M/WBE: 100%

Department Information

Department: Department of Finance Division: Procurement

Project Mgr: Katherine Robbins Supervisor: Craig Lymus

Contract Services: Date: 9/26/14 Division Mgr: Craig Lymus

Phone Number: 916-808-1562 Org Number:

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	Katherine Robbins	9/26/14
Accounting:		
Contract Services:		
Supervisor:	CBL	9/26/14
Division Manager:	CBL	9/26/14
City Attorney	Signature or Initial	Date
City Attorney:	DW	10/1/14

☐ Send Interoffice Mail ☒ Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

PROJECT #: B15061511003

PROJECT NAME: Uniformed Unarmed Security Guard Service

DEPARTMENT: Department of Finance

DIVISION: Procurement

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

National Security Industries & Services
1217 Del Paso Blvd. Suite A, Sacramento, Ca. 95815
916-779-0640

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

✓ Invitation to Bid
✓ Instructions to Bidders
✓ Certificate(s) of Insurance
✓ Drug-Free Workplace Policy and Affidavit
✓ Declaration of Compliance (Equal Benefits Ordinance)
✓ Declaration of Compliance (Living Wage Ordinance)
✓ Local Business Enterprise (LBE) Preference/Participation
✓ Workers' Compensation Certificate
✓ Contractor's Bid Proposal Form
✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

National Security Industries & Services
NAME OF FIRM

77-0469433
Federal I.D. No.

440-6662-9
State I.D. No.

155471
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
✓ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Michael Gerami / President
Print Name and Title

Additional Signature *(if required)*

Michael Gerami / Secretary
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: National Security Industries & Services

Address: 1217 Del Paso, Suite A, Sacramento, Ca 95815

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: Sept. 22, 2014

Print name: Michael Gerami

Title: President

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: National Security Industries & Services

Address: 1217 Del Paso, Suite A, Sacramento, Ca 95815

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

M. Gerami
Signature of Authorized Representative

Sept. 22, 2014
Date

Michael Gerami
Print Name

President
Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Katherine Robbins, Program Analyst
915 I Street, 2nd Floor, Department of Finance
Procurement Division, Sacramento, Ca. 95814
916-808-1562, krobbins@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Michael Gerami
National Security Industries & Services
1217 Del Paso Blvd. Suite A, Sacramento, Ca. 95815
916-779-0640, info@nationalsecurityind.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance.

The term of any contract resulting from this solicitation will be one year from the date of contract award and the City may in its discretion extend the contract for four (4) additional (1) one-year terms .

Attachment 1 to Exhibit A
CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. SPECIAL PROVISIONS

1. **Period of Performance.** The term of any contract resulting from this solicitation will be one year from the date of contract award and the City may in its discretion extend the contract for four (4) additional (1) one-year terms .

2. **Invoices.** The invoice shall include the following information, at a minimum:

   (1) Contract Name
   (2) Description of services billed under this invoice.
   (3) Date of Invoice Issuance
   (4) Invoice Number
   (5) CITY's Purchase Order Number
   (6) Amount of this Invoice

3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

   A. The contractual point-of-contact for this contract is:

   Katherine Robbins
   Department of Finance
   Procurement Division
   915 I Street, 2nd Floor
   Phone 916-808-1562
   E-Mail: krobbins@cityofsacramento.org

6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

9. **Purchase Order**. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

   A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.

   B. Delivery of material and/or services are <u>not</u> to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

    Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

14. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentially of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

16. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.

17. **Modification of Contract.** The City may order changes in the work herein required and may order extra work In connection with the performance of the contract and the Contractor may comply with such orders, except that:

    A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

    B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whosoever shall in any manner or degrees modify or otherwise affect the terms of this contract, including the requirements of the specifications.

18. **Environmentally Preferable Procurement**

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at: http://portal.cityofsacramento.org/~/media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx or by contacting the Procurement Services Division at (916) 808-6240.

19. Award

Non Professional Services Agreement. The bidder(s) recommended for this award will be required to sign the Non Professional Services Agreement found at the following URL:

http://portal.cityofsacramento.org/~/media/Files/Finance/Procurement/standard-agreements/NonProf-Serv-Agrmt-over-25k-internet.ashx

Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

UNIFORMITY OF PRICING

The hourly rate per classification on the Pricing Schedule form shall be the rate paid by the City to the Contractor for the specified security services for all assignments under this contract. This rate shall apply to all regularly-scheduled security services assignments (Standard Hours) and to all temporary security services assignments (Non-Standard Hours).

The hourly rate per function shall be the same for all shifts, twenty-four-hours per day. No overtime costs, shift differentials, holiday rates, or other rate changes will be chargeable to the City.

DISPATCH CENTER

The Contractor shall maintain a 24-hour dispatch center or contact person for immediate communication between the guard(s), their supervisor, and the City.

DEFAULT CIRCUMSTANCES

Circumstances in which the contractor shall be considered in default may include, but are not necessarily limited to the following:

A) Guards without valid guard registration cards issued by the State of California being utilized under the contract.

B) Contractor's failure to provide service of new assignments within 24 hours after notification to do so.

C) Contractor's failure to correct deficiencies in service or administrative and supervisory functions.

D) Contractor's failure to staff Guards at any duty station as required under the contract.

E) Contractor's submission of inaccurate or falsified invoices, inspection verifications, incident reports, time sheets, or other documentation.

F) Contractor's personnel involved in a fraudulent or illegal act while on City-owned premises, whether or not considered "on duty" by the Contractor.

G) Contractor's failure to keep the required insurance or bonds in force.

H) Contractor's failure to remove a specific employee from service under the contract when requested to do so by the City.

I) Contractor's failure to maintain current approval to do business by the Sacramento Police Department.

J) Contractor's failure to fulfill any other obligation contained in the contract.

CONTRACTOR RESPONSIBILITIES

The Contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.

CITY FACILITIES

At some sites, the City may provide guard booth facilities for assigned Contractor personnel.

GUARD EXPERIENCE AND REGISTRATION

Guards assigned to work under this contract must have experience in similar work, be persons of mature judgment and possess a high degree of discretion. Contractor employees providing services under this contract must be registered with the California Department of Consumer Affairs, Bureau of Security and Investigative Services, as a Security Guard. The Security Guard must carry with him/her at all times the permanent guard registration card issued by the California Department of Consumer Affairs. The Contractor is responsible for ensuring the continued currency of all required registrations, licenses, and/or permits required of its employees. Temporary guard cards are not acceptable.

PHYSICAL QUALIFICATION:

All guards assigned to work under this CONTRACT must be in good physical condition, which enables him/her to perform the full range of security work.

Guards must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions.

Guards shall have normal fields of vision, depth perception, and hearing.

EDUCATION AND ENGLISH LANGUAGE REQUIREMENTS

Guards must possess a high school diploma or G.E.D. equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions; write accurate and clear reports; and monitor environmental and electronic security systems at a level sufficient to perform assigned tasks under the contract.

UNIFORMS, EQUIPMENT AND GROOMING

All uniforms to be worn by contract security personnel working under the contract are subject to approval by the City. Contract personnel must be well-groomed and be provided by the security company with complete uniforms that include shirts, trousers, jackets, hats, badges, company designation patch(es), name tag(s), and any other appropriate uniform apparel (e.g., raincoats, boots, etc.) necessary to properly perform assigned tasks, prior to assignment at any City site. Uniforms are to be neat, clean, pressed, and properly fitted. Some sites require "traditional" security officer uniforms, while other sites require "soft look" uniforms (e.g., blazer, dress shirt, dress trousers, etc.). Uniforms for all contract personnel are to be provided by the security company at no additional cost to the City, and are subject to approval of the client-site supervisor. (NOTE: Any security guard reporting for duty in an incomplete uniform, a uniform that is not neat, clean or properly fit, or who is otherwise not properly equipped may be dismissed by the City site supervisor for the duration of the shift. In such event, the Contractor will be responsible for immediately replacing the security guard with another, properly-equipped, guard).

At no additional cost to the City, the contractor shall equip each security guard with a properly-functioning two-way communication device and shall provide and maintain 24-hour radio communication capability with all assigned personnel and supervisors. The contractor shall also provide, at no additional cost to the City, all equipment necessary to properly carry out assigned tasks. Such additional equipment may include, but is not limited to, first aid and safety equipment items, operable flashlights, and spare batteries for all battery-operated equipment.

INITIAL TRAINING AND CERTIFICATION

In addition to any training required for specific job classifications, site training, or special assignments, all security personnel assigned under the City contract shall satisfactorily complete a minimum of training as specified in this section prior to assignment at the City. For each guard assignment, at the time the guard begins the assignment, the contractor shall provide to the City site supervisor with a copy of the guard's current permanent registration card, issued by the State of California, Department of Consumer Affairs ("guard card") and written certification that the guard has received the following training prior to reporting for duty at a City site:

1. Current certification for First Aid and Cardio-Pulmonary-Resuscitation (CPR).

2. General training in security and emergency procedures, crowd control, and public relations (Professional Security Training Network (PSTN) Modules #1 & #2, or equivalent).

3. Training in customer service and diversity to prepare officers to interact with the public in general and physically challenged individuals.

4. Contractor shall ensure that all security guards assigned to City facilities receive all security guard training required by State, local, or other laws or regulations.

5. Contractor shall ensure that all security guards assigned to City facilities receive site-assignment training as needed

SITE-ASSIGNMENT TRAINING

Each security guard assigned to a City facility must be trained on-site at the assigned City facility by a supervisor provided by the Contractor. The site training provided by the Contractor shall include, but not be limited to:

At least one training period of up to 16 hours, at which all the security guards to be utilized at a facility will be instructed by designated City personnel in the use of City security systems, control rooms, and other job-related equipment and requirements. All site-assignment training is subject to the satisfaction and approval of the City site supervisor. In the event that the City site supervisor determines that assigned personnel have not been properly trained, the contractor shall provide additional training as needed, at the contractor's expense. Site training may include evacuation plans, disaster reparation training and participation in drills. Contractor will be responsible to provide training on any aspects of security that are unique to a specific site. Sources for such training may be recommended by City site supervisor.

If required by City site supervisor, refresher site training will be provided by the Contractor on a quarterly basis for all security guards assigned to City facilities. Refresher training shall be designed to ensure that all security guards are proficient in all areas of security guard operations, with special attention to site-specific requirements. The refresher training shall be specifically coordinated with the City supervisors for the sites at which the security guards are assigned.

GENERAL/ONGOING TRAINING

Contractor shall maintain an ongoing training program consisting of multiple security-related program modules, similar to the programs offered by the Professional Security Training Network (PSTN). Separate training courses shall be provided for security officers (e.g., PSTN Basic Security Officer Training Series, or similar) and for supervisor personnel (e.g., PSTN Supervisor Training Series, or similar). In addition to initial training and any training required for specific job classifications or special assignments, all security personnel assigned under the City contract shall satisfactorily complete a minimum of eight (8) hours of security training each year. All security personnel training shall be at the contractor's expense and up-to-date written documentation of each guard's training (including annual training) shall be provided to the client site supervisor on an ongoing basis.

GUARD CLASSIFICATIONS AND TRAINING REQUIREMENTS

Contractor shall provide a minimum of four (4) classifications of security guards. While the working titles may vary depending upon the Contractor's organization, the classifications shall conform to the following basic criteria. At the start of every assignment, the contractor shall provide to the City site supervisor written certification of the assigned guard's training:

Security Officer I (S/O I) - Must possess good written and verbal communication skills and the ability to communicate ideas. Must have strong customer service skills and the ability to make decisions under pressure. Must be capable of independent thought and action while being a strong member of a team. Minimum training equivalent to PSTN. Module #1 (Asset Protection & Security) and Module #2 (Physical Security & Crime Prevention).

Security Officer II (S/O II) - In addition to meeting the requirements for S/O I, must have at least 90 days experience at a city site or 180 days at an assignment substantially similar to a City site. Minimum training equivalent to PSTN Basic Security Officer Training Series, Modules #1 and #2, and at least two of the following modules: #4 (Fire Protection & Life Safety), #5 Criminal law & Criminal liability), #6 (Communications), #8 (Ethics, Deportment, & Professional Conduct), #9 (Report Writing), #11 (Human & Public Relations), or #12 (Emergency Situations).

Sergeant (Senior)- In addition to meeting the requirements for S/O II, must be able to help create an environment that supports teamwork among security staff, City staff, and the general public. Additional duties may include shift supervision responsibilities and supervision of other security personnel (e.g., S/O I & II). Minimum training equivalent to PSTN Supervisor Training Series, Module #1 (Principles of Leadership I) and Module #2 (Principles of Leadership II).

Lieutenant (Supervisory) - In addition to meeting the requirements for Sergeant, this supervisory classification must coordinate security and service related issues between City and Contractor. Must be able to provide initial and ongoing instruction and training to subordinate security personnel. Duties may include site supervision responsibilities and supervision of other security personnel (e.g., S/O I & II, Sergeant). Minimum training equivalent to PSTN Supervisor Training Series, Modules #1 and #2, and at least two of the following modules: #3 (Effective Communications), #6 (Behavior & Motivation), #7 (Civil Counseling & Sexual Harassment), #8 (Substance Abuse), or #9 (Discrimination & Affirmative Action).

PERFORMANCE

Poor performance will not be tolerated. City reserves the right to refuse or reject any person assigned under the contract either with or without cause.

If any person is removed from a City site at the request of the City, that person is not to be re-assigned to any other City site without first advising the City contact at the new site of the person's previous assignment and the reasons for his/her removal.

EXAMPLES OF TYPICAL GUARD DUTIES

Typical duties of the security guards at City facilities include, but are not limited to the following:

1. Monitoring admittance of personnel and authorized visitors to City facilities.
2. Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
3. Operating telephones and transmitter/receiver radios, cameras, and automated security system equipment.
4. Responding to emergency situations and notifying appropriate City personnel when emergencies occur.
5. Escorting City personnel or others as directed to their automobiles at night or other times.
6. Turning lights off and on.
7. Investigating unusual or suspicious conditions including potential safety hazards, and reporting these findings to the proper authorities (Police Department, Emergency contact at 911).
8. Preventing trespass on, damage to, or theft of City property.
9. Inspecting parking areas, for instance are gates/doors locked ?
10. Monitoring environmental systems, such as heating and air conditioning.
11. Screening and documenting any City property leaving or entering the City premises as directed by the City designee.
12. Reporting any dishonest or criminal act committed on City premises by City personnel or other persons to the Police Department Emergency contact at 911, as well as the contractor's management.
13. Traffic-control duties may be included at some assignments.
14 Other security-related duties as may be required by the City.
15. Monitoring surveillance equipment for unusual or suspicious activity and rotate surveillance tapes as needed, where applicable.
16. Reviewing and maintaining logbooks, where applicable.
17. Monitoring alarm systems, including daily verification of operability (checking to insure system is on and appears to be working properly).
18. For those assigned to the Convention Center, City Hall, Crocker Art Museum, 24th Street Corp Yard, and North Area Corp Yard general knowledge of and use of a PC and use of email to communicate.
19. For those assigned on roaming patrols, such as the Utility sites (sumps and treatment plants) the patrol involves more than just visual inspection. Assigned security staff is required to check that all doors and gates are locked. If they are found to be unlocked or damaged City staff must be notified of these findings both via the phone as well as in written report form.

Contractor shall ensure that while on duty at any City facility, **Guards will not:**

1. Carry firearms, batons, handcuffs, knives, saps, brass knuckles, stun-gun, taser, oleoresin capsicum (pepper) spray, or any tear gas agent at any time while on-duty. This includes, but is not limited to, the employee's vehicle or locker at any City site.
2. Listen to radios, police scanners, or any other audio medium that is not directly job-related.
3. Watch television.
4. Read any materials which are not job-related.
5. Use City telephones or any other electronic equipment except for City business.

6. Depart their assigned duty area(s) until they have been properly relieved (under no circumstances shall any assigned duty area be left abandoned without City approval).
7. Entertain personal visitors.
8. Be under the influence of illegal drugs or alcohol.
9. Be under the influence of any prescribed or over-the-counter medications which inhibit job performance in accordance with the specifications set forth herein. The City shall be notified by the Contractor of all guards taking medicine and the type of medication being taken.
10. Display a discourteous, abrupt, abrasive or belligerent attitude at any time.

DOUBLE SHIFTS, EXTENDED SHIFTS

No employee of the Contractor may work more than one normal 8-hour shift per day at City assignments without permission from the City designee. Off-duty peace officers or security guards of other jurisdictions may be employed by the Contractor, provided their work under the City contract is only on their days off from their other positions.

MANAGEMENT TEAM

The Contractor must assign an experienced Manager who shall be responsible for assuring that all requirements described in this Invitation for Bid and resulting contract are fulfilled.

SUPERVISION

Personnel assigned to work under the contract must be supervised by the Contractor on a daily basis, 24 hours per day, and 7 days per week. Supervision must include a physical inspection of security personnel and of the contract sites by shift supervisors at a minimum of once each shift, each day, 7 days per week.

COOPERATION WITH SACRAMENTO POLICE DEPARTMENT AND OTHER PUBLIC SAFETY AGENCIES AS NECESSARY.

Contractor and assigned contract personnel are required to cooperate with City of Sacramento Police Department, and all other public safety agencies at all times.

REPLACEMENT PERSONNEL, TEMPORARY ASSIGNMENTS, AND PERMANENT PART-TIME ASSIGNMENTS

The Contractor shall provide replacement or additional personnel, for either temporary or permanent assignments, upon two-hour advance notice when requested by the City to do so. No temporary ("non-standard hours") assignment shall be for a duration of less than four hours (should any assignment be for less than four hours, the Contractor will be compensated for a minimum of four hours). Permanent part-time assignment shifts shall be not less than four hours per shift.

BACKGROUND CHECKS

City reserves the right to review the personal background and to conduct security clearance background checks on all personnel assigned under the contract, including the right to review the Department of Consumer Affairs' records of security companies and their staff.

INSPECTION ROUNDS / VERIFICATION OF INSPECTION ROUNDS

The City will specify the sites at which inspection rounds are required to be performed by the security personnel, including the locations to be visited by the security personnel and the frequency-

per-shift when making those inspection rounds.

For each City site at which security personnel are required to conduct inspection rounds, Contractor shall provide a method for verification that the inspection rounds are performed. The verification system is to be provided at no additional cost to the City and must, at a minimum, provide identification of specific locations visited by the security personnel and the dates and times at which those visits are made. The verification system must be capable of all-weather operation, and is to be used at all times on all sites where inspection rounds are required. The verification system must be "user-friendly" and allow for ready retrieval of information about inspection rounds. "Detex-style" clock system, alone, will not satisfy this requirement. If the Contractor's system is personal-computer-based, the City may provide the personal computer (PC). If the Contractor is required to provide the PC(s), the cost of the PC and its installation will be negotiated between the Contractor and the City. Regardless of the platform on which the rounds verification system operates, it shall be capable of providing inspection rounds verification information on an "on-demand" basis at the City site at which the rounds are performed. The contractor is responsible for ongoing maintenance and proper operation of the inspection rounds verification systems at all locations where they are installed. In the event of a system failure, or failure of any system components, the contractor is to correct the problem(s) and return the system to full functionality within twenty-four (24) hours. Failure to take such corrective action within the time specified, or failure of security personnel to properly carry out assigned rounds based on information provided by the rounds verification system shall be grounds for the City to claim a "service credit" of up to one complete shift.

Not all sites require inspection rounds. The requirement for inspection rounds may be added to or deleted from any site at any time, and may be included in any new sites added. Any and all changes, additions, or deletions of inspection rounds or the frequencies thereof are to be provided at no additional cost to the City.

INCIDENT REPORTS / VISITOR LOGS

The Contractor shall furnish each City site client contact with written incident reports whenever there is a security breach, law or rule violation, injury, or any other incident that requires the City's knowledge or attention. Such reports shall be delivered to the site client contact as soon as possible following the end of each shift. Some City sites may require the assigned security guard on each shift to maintain a visitor sign-in record, to notify City personnel of visitors, and to distribute visitor passes.

SECURITY REVIEWS / OPERATING PROCEDURES

Upon request of the City at any time during the course of the contract, and at no additional cost to City, the Contractor shall: 1) Review and assist City in amending current standard operating procedures pertaining to the guard posts; 2) Provide complete orientation and training to personnel to be assigned; and 3) Review security company operating procedures with the City designee and/or the City Police Department.

The Contractor shall review security operations with the City designee on a monthly basis (or as otherwise requested by City designee), so that operating procedures can be updated as often as necessary to ensure the optimum level of security, service, and cooperation.

POSTING OF GUARD DUTIES (POST ORDERS)

The Contractor, working with City's site supervisors, shall prepare and deliver to the City a complete listing of guard post duties and descriptions (post orders) for each City site covered under the contract within thirty (30) days following the start date of the contract. The post orders shall be provided to the City for approval prior to posting. Thereafter, the Contractor shall maintain and

update the post orders as necessary, and ensure that they are posted in a conspicuous location at each City site. The Contractor shall be responsible for ensuring that the relevant post orders are reviewed with and understood by each security guard prior to assignment at any City site.

SERVICE GUARANTEE CREDIT

The Contractor is to guarantee that security officers assigned to City sites report on time, fit for duty, in proper uniform, properly instructed, oriented, and supervised. The Contractor is also to guarantee that City security issues are identified and receive proper response, and that the Contractor communicates regularly with each site supervisor (monthly or as otherwise requested by site supervisor) for sites at which security guards are regularly assigned. If at any time the Contractor (including any of Contractors guards assigned to any City site) fails to provide services as described above, the Contractor shall issue a "service guarantee credit" to the City. For such failures, the amount of each such service credit shall be the cost of eight (8) hours of service at the billing rate charged for the highest-ranking security officer assigned to the subject site and shift for each incident of failure. For failure to provide required inspection rounds, or verification reports thereof, the contractor shall be required to provide a service credit for up to eight (8) hours of service at the billing rate charged for the highest-ranking security officer assigned to the subject rounds, based on the client site supervisor's judgment of the magnitude of failure.

MOBILE PATROL

Contractor must provide mobile patrol services upon request of the City. The contractor is responsible for providing the necessary personnel and vehicle(s) for the mobile patrol services. Unless otherwise requested or approved by the City, personnel assigned mobile patrol duties under the contract shall be of the Lieutenant classification. Unless otherwise requested or approved by the City, all vehicles used for mobile patrol services under this contract are to be clearly marked with the contractor's company logo and/or other such markings that clearly identify the vehicle as a private security patrol vehicle. Upon request of the City for additional mobile patrol services that require the contractor to provide additional vehicle(s), contractor will be allowed two (2) business days following the request to commence the required services.

COMMUNICATIONS

Contractor must provide for and maintain two-way communications with all security guards assigned under the contract. Contractor must provide each security guard with a properly functioning two-way communication device and the Contractor must maintain a central communications center that is staffed 24-hours-a-day, seven-days-a-week. The two-way communications system shall allow all security personnel assigned under the contract to contact the central communications center at any time. The central communications center shall be capable of contacting all security personnel assigned under the contract at all times and it shall be capable of simultaneously contacting the Sacramento City Police Department, Sacramento Fire Department, and other public safety agencies as necessary. Failure to equip any guard assigned under the contract with a properly functioning two-way communication device at any assignment shall constitute grounds for a full-shift "service credit"

Guards and site supervisors will coordinate to establish a list of emergency contact telephone numbers, including the local law enforcement agency, fire, paramedics, and ambulance

C. SCHEDULE OF POST & HOURS

SCHEDULE OF POSTS AND HOURS
Summary Listing

Post Item No.	Post Location	Estimated Weekly Hours
1	City Cemetery	60.0
2	City Hall	218
3	Historic City Hall	47.50
4	Convention Center	168.0
5	Crocker Art Museum	572.0
6	Marina	28.0
7	Meadowview City Service Center	168.0
8	Old Sac Garage	69.0
9	Tower Bridge Garage	69.0
10	Memorial Garage	42.0
11	Capital Garage	53.0
12	City Hall Garage	75.0
13	Mobile Patrol	165.50
14	24th Street Corporation Yard	220.50
15	20 A Street Landfill	168.0
16	Fairbairn Water Treatment Plant	Varies
17	North Area Corporation Yard	168.0
18	Sacramento River Treatment Plant	7.0
19	DOU Mobile Patrol	70.0
20	Fairbairn Water Treatment Plant	63.0
21	Sacramento River Treatment Plant	63.0
22	Non-Standard Hours - Various Locations	Varies

TOTAL Estimated Hours per week..... 2,494.50

Note: The above listing constitutes an estimate of current service needs and is a combination of hours of various personnel classifications. The total number of hours is subject to addition, increase, decrease, or deletion at each location and in total. Some sites may from time to time require additional hours on and "as needed" basis. The City and/or affiliated organizations are under no obligation to guarantee a minimum number of hours at any site, or in total, and expressly reserve the right to change hours and to add or delete sites and hours as necessary.

CITY FACILITIES

POST ITEM #1

LOCATION: City Cemetery
1000 Broadway
Sacramento, CA 95818

CLIENT CONTACT: Tom Thorton

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	1630-0430	1630-0430	1630-0430	Closed	Closed	1630-0430	1630-0430
Shift #2							
Shift #3							
Totals □	12	12	12			12	12

TOTAL WEEKLY SITE HOURS: Spring = 60

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	1630-2030	1630-2030	1630-2030	Closed	Closed	1630-2030	1630-2030
Shift #2							
Shift #3							
Totals □	4	4	4			4	4

TOTAL WEEKLY SITE HOURS: Fall = 20

Inspection Rounds/Verification System Required at Site? **X** YES NO

POST ITEM #2

LOCATION: City Hall
915 "I" Street
Sacramento, CA

CLIENT CONTACT: Maryann Deleon

STAFFING REQUIREMENT: S/O II / S/O III & LT

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	S/O III (7:00-15:00)	S/O II (7:30-16:00) LT.(7:00-16:00)	S/O II (7:30-16:00) LT.(7:00-16:00)	S/O II (7:30-16:00) LT.(7:00-16:00)	S/O II (7:30-16:00) LT.(7:00-16:00)	S/O II (7:30-16:00) LT.(7:00 -16:00)	S/O III (07:00-15:00)
Shift #2	S/O III (15:00-23:00)	S/O III (16:00-24:00)	S/O III (16:00-24:00) S/OII (16:30-end of council meeting)	S/O III (16:00-24:00)	S/O III (16:00-24:00)	S/O III (16:00-24:00)	S/O III (15:00-23:00)
Shift #3	S/O III (23:00-07:00)	S/O III (23:30-07:30)	S/O III (23:30-07:30)	S/O III (23:30-07:30)	S/O III (23:30-07:30)	S/O III (23:30-07:30)	S/O III (23:00-07:00)
Totals	24.00	33.5	Typical 36.00 can be more depending on council meeting	33.5	33.5	33.5	24.00

Total Weekly Hours S/O II (45) SO/ III (128 hrs) & LT. (45hrs)

TOTAL WEEKLY SITE HOURS: 218

Inspection Rounds/Verification System Required at Site? **X** YES NO

Shift # 1 See Schedule
Shift # 2: See Schedule
Shift # 3: See Schedule

POST ITEM #3

LOCATION: Historic City Hall
915 "I" Street
Sacramento, CA

CLIENT CONTACT: Maryann Deleon

STAFFING REQUIREMENT: S/O II

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1		S/O II	S/O II	S/O II	S/O II	S/O II	
Shift #2							
Shift #3							
Totals □		9.50	9.50	9.50	9.50	9.50	

TOTAL WEEKLY SITE HOURS: 47.50

Inspection Rounds/Verification System Required at Site? **X** YES NO

Shift 1: 7:30am -5:00pm

POST ITEM #4

LOCATION: Sacramento Convention Center
1400 J Street
Sacramento, CA

CLIENT CONTACT: Dan Goodwater

STAFFING REQUIREMENT: S/O I/II

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS
Shift #2	S/O: I 8HOURS	S/O: II 8HOURS	S/O: II 8HOURS	S/O: II 8HOURS	S/O: II 8HOURS	S/O: II 8HOURS	S/O: I 8HOURS
Shift #3	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS	S/O: I 8HOURS
Totals	24HOURS	24HOURS	24HOURS	24HOURS	24HOURS	24HOURS	24HOURS

Total Weekly Hours: S/O I: 128 HOURS S/O II: 40 hours

Two (2) guards on shift #1

TOTAL WEEKLY SITE HOURS: 168

Inspection Rounds/Verification System Required at Site? **X** YES NO

Shift # 1 12 am to 8 am
Shift # 2 8 am to 4 pm
Shift # 3 4 pm to 12 am

POST ITEM #5

LOCATION: CROCKER ART MUSEUM
216 O Street
Sacramento, CA 95814

CLIENT CONTACT: Darren Ali
M

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	8	6	8	8	8	8	8
Shift #2	8	6	8	8	8	8	8
Shift #3	8	6	8	8	8	6	8
Shift #4	8	6	8	8	8	8	8
Shift #5	8	6	8	8	8	8	8
Shift #6	8	6	8	8	8	8	8
Shift #7	8		8	8	6	8	8
Shift #8	8		8	8	6	8	8
Shift #9	8		8	8	6	8	8
Shift #10			8	8	6	8	
Shift #11			8	8	6		
Shift #12			8	8	6		
Shift #13					6		
Shift #14					6		
Shift #15					6		
Shift #16					6		
Shift #17					6		
Shift #17					6		
Totals.	72	36	96	96	120	80	72

TOTAL WEEKLY SITE HOURS: 572

Special parking arrangements have been arranged to help assure guard service is not interrupted.

Inspection Rounds/Verification System Required at Site? YES **X** NO

POST ITEM #6

LOCATION: Marina
2710 Ramp Way
Sacramento, CA

CLIENT CONTACT: Paula Bradley or Joe Garcia

STAFFING REQUIREMENT: S/O III

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1							
Shift #2							
Shift #3	2300 - 0300	2300 - 0300	2300 - 0300	2300 - 0300	2300 - 0300	2300 - 0300	2300 - 0300
Totals *	4	4	4	4	4	4	4

TOTAL WEEKLY SITE HOURS: 28

Inspection Rounds/Verification System Required at Site? **X** YES NO

Post Item#7

LOCATION: Meadowview City Service Complex
2812 Meadowview Road
Sacramento, CA 95823

CLIENT CONTACT: Melissa Mowry

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600
Shift #2	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400
Shift #3	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800
Totals	24	24	24	24	24	24	24

TOTAL WEEKLY SITE HOURS: 168

Inspection Rounds/Verification System Required at Site? **X** YES NO

Post Item#8

OLD SACRAMENTO GARAGE

Location 201 I Street
Sacramento, CA 95814

Contact: Anthony Valle

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	1000-1800						1000-1800
Shift #2	1900-0000	1800-0200	1800-0200	1800-0200	1800-0200	1900-0300	1900-0300
Shift #3							
Totals	13.0	8.0	8.0	8.0	8.0	8.0	16.0

TOTAL WEEKLY SITE HOURS: 69.0

Inspection Rounds/Verification System Required at Site? **X** YES NO

Number of hours for each classification

Mobile License Plate Recognition Required at Site? **X** YES NO

Post Item#9

LOCATION TOWER BRIDGE GARAGE
135 Neasham Circle
Sacramento CA 95814

Contact: Anthony Valle

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	1000-1800						1000-1800
Shift #2	1900-0000	1800-0200	1800-0200	1800-0200	1800-0200	1900-0300	1900-0300
Shift #3							
Totals	13.0	8.0	8.0	8.0	8.0	8.0	16.0

TOTAL WEEKLY SITE HOURS: 69.0

Inspection Rounds/Verification System Required at Site? **X** YES NO

Number of hours for each classification

Mobile License Plate Recognition Required at Site? **X** YES NO

Post Item#10

LOCATION MEMORIAL GARAGE
1401 H Street
Sacramento, CA 95814

Contact: Anthony Valle

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1		1700-0000	1700-0000	1700-0000	1700-0000	1700-0000	
Shift #2							1930-0230
Shift #3							
Totals □		7.0	7.0	7.0	7.0	7.0	7.0

TOTAL WEEKLY SITE HOURS: 42.0

Inspection Rounds/Verification System Required at Site? **X** YES NO

Number of hours for each classification

Mobile License Plate Recognition Required at Site? **X** YES NO

Post Item#11

LOCATION CAPITOL GARAGE
1126 11th Street
Sacramento, CA 95814

Contact Anthony Valle

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1		1700-0000	1700-0000	1700-0000	1700-0000	1930-0230	1930-0230
Shift #2						2230-0230	
Shift #3							
Totals		7.0	7.0	7.0	7.0	11.0	7.0

TOTAL WEEKLY SITE HOURS: 53.0

Inspection Rounds/Verification System Required at Site? **X** YES NO

Number of hours for each classification

Mobile License Plate Recognition Required at Site? **X** YES NO

Post Item#12

LOCATION CITY HALL GARAGE
914 11th Street
Sacramento, CA 95814

Contact: Anthony Valle

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1		0600-1200	0600-1200	0600-1400	0600-1200	0600-1200	
Shift #2		1700-0000	1700-0000	1700-0000	1700-0000	1830-0230	1930-0230
Shift #3							
Totals		13.0	13.0	15.0	13.0	14.0	7.0

TOTAL WEEKLY SITE HOURS: 75.0

Inspection Rounds/Verification System Required at Site? **X** YES NO

Mobile License Plate Recognition Required at Site? **X** YES NO

Post Item#13

STAFFING REQUIREMENT: S/O I/II MOBILE PATROL (CITY GARAGES)

Contact: Anthony Valle

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1 (S/O II)	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700
Shift #2	1700-0100						1700-0100
Shift #3	0100-0800	2330-0800	2330-0800	2330-0800	2330-0800	2330-0800	0100-0800
Shift #4 Rover		1100-1700	1100-1700	1100-1700	1100-1700	1100-1700	
Totals	24.0	23.5	23.5	23.5	23.5	23.5	24.0

TOTAL WEEKLY SITE HOURS S/0 I: 102.50

TOTAL WEEKLY SITE HOURS S/0 II: 63

Inspection Rounds/Verification System Required at Site? **X** YES NO

Mobile License Plate Recognition Required at Site? **X** YES NO

Post Item#14

LOCATION: 24 Street Corporation Yard
5730 24th Street
Sacramento, CA 95822

Contact: Gary Holm

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600
Shift #2	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400
Shift #3	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800
Totals □	24	24	24	24	24	24	24

TOTAL WEEKLY SITE HOURS: 168

Inspection Rounds/Verification System Required at Site? **X** YES NO

STAFFING REQUIREMENT: S/O II

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1		0530-1030	0530-1030	0530-1030	0530-1030	0530-1030	
Shift #2		1030-1600	1030-1600	1030-1600	1030-1600	1030-1600	
Totals □		10.5	10.5	10.5	10.5	10.5	

TOTAL WEEKLY SITE HOURS: 52.5

Inspection Rounds/Verification System Required at Site? **X** YES NO

Post Item#15

LOCATION: 28TH Street Corp Yard (Sutter's Landing)
20 A Street
Sacramento CA 95816

Contact: John Olesen

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	8	8	8	8	8	8	8
Shift #2	8	8	8	8	8	8	8
Shift #3	8	8	8	8	8	8	8
Totals	24	24	24	24	24	24	24

TOTAL WEEKLY SITE HOURS: 168

Inspection Rounds/Verification System Required at Site? **X** YES NO

Vehicle required to patrol facility and the 110 acres landfill

Post Item#16

LOCATION Fairbairn Water Treatment Plant
7501 College Town Dr.
Sacramento, CA 95826

CONTACT: Mary Krizanosky

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Shift #2	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Shift #3	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Totals □	Varies	Varies	Varies	Varies	Varies	Varies	Varies

TOTAL WEEKLY SITE HOURS: Varies

Inspection Rounds/Verification System Required at Site? **X** YES NO

Post Item # 17

LOCATION: North Area Corp Yard
918 Del Paso Road
Sacramento CA 95838

Contact: Bob Cooper

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	8	8	8	8	8	8	8
Shift #2	8	8	8	8	8	8	8
Shift #3	8	8	8	8	8	8	8
Totals □	24	24	24	24	24	24	24

TOTAL WEEKLY SITE HOURS: 168

Shift hours: To be determined

Inspection Rounds/Verification System Required at Site? **X** YES NO

Post Item#18

LOCATION Sacramento River Treatment Plant Intake
450 Jibboom St.
Sacramento, CA 95814

CONTACT: Dan Houston

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Spring Season	2000-2100	2000-2100	2000-2100	2000-2100	2000-2100	2000-2100	2000-2100
Fall Season	1700-1800	1700-1800	1700-1800	1700-1800	1700-1800	1700-1800	1700-1800
Totals	1	1	1	1	1	1	1

TOTAL WEEKLY SITE HOURS: 7.0

Inspection Rounds/Verification System Required at Site? **X** YES NO

Once a day a guard is required to arrive in a marked patrol vehicle to conduct the round.

POST ITEM #19

LOCATION: Multiple Sump Sites: (Addresses Attached)
Sumps: 28, 31, 34, 38, 66, 67, 68, 69, 89, 96, 97, 99, 101, 115, 116, 128, 137, 138, 139, 148, and 155.

CLIENT CONTACT: Sacramento Control Center (916) 808-4961

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1							
Shift #2							
Shift #3	1800-0400	1800-0400	1800-0400	1800-0400	1800-0400	1800-0400	1800-0400
Totals	10	10	10	10	10	10	10

TOTAL WEEKLY SITE HOURS: 70

Inspection Rounds/Verification System Required at Site? **X** YES NO

A minimum of two visits per site each day.

A minimum of two security patrol signs placed at each facility.

Fully marked patrol vehicles

Sump	**Address**
28	7788 Freeport Blvd., south of Pocket Rd
31	6441 Elvis Ave at 65th St.
34	7851 Freeport Blvd. south of Pocket Rd
38	5701 J Street at R.R tracks Subway
66	4900 Florin Perkins Rd near R.R crossing
67	7756 Center Parkway
68	8121 Franklin Blvd
69	8241 Center Parkway
89	Access is from the levee road off Beach Lake Rd
96	6525 65th St Expressway @ Morrison Creek
97	6343 24th St. @ 47th St

Sump	Address
99	3401 Lanatt Street/cross Street C & Elvis
101	5701 Elvis Av. @ "J" St. on the East side of Elvis before "J" St.
115	4100 Brookfield Dr. @ Meadstone Dr
116	5890 88th St. @ Morrison Creek @ 37th Av.
128	3951 Mack Rd. on Morrison Creek @ Brookfield Dr.
137	8117 Rush River Drive
138	7531 Maple Tree @ Alder Tree next to tennis courts
139	8054 Torrente Dr. @ Valverde Way
148	8200 Elder Creek Blvd. @ Power Inn Rd.
155	6201 Camellia Ave.@ Sandburg Dr. driveway is next to the ditch

Post Item# 20

LOCATION Fairbairn Water Treatment Plant
7501 College Town Dr.
Sacramento, CA 95826

CONTACT: Dan Sherry

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600
Shift #2							
Shift #3							
Totals □	9	9	9	9	9	9	9

TOTAL WEEKLY SITE HOURS: 63

Inspection Rounds/Verification System Required at Site? YES **X** NO

Post Item# 21

LOCATION Sacramento River Treatment Plant
301 Water Street
Sacramento, CA 95814

CONTACT: Dan Sherry

STAFFING REQUIREMENT: S/O I

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600
Shift #2							
Shift #3							
Totals	9	9	9	9	9	9	9

TOTAL WEEKLY SITE HOURS: 63

Inspection Rounds/Verification System Required at Site? YES **X** NO

POST ITEM #22

LOCATIONS:

Samuel C. Pannell/Meadowview Community Center, 2450 Meadowview Road, Sac, CA 95832

George Sim Community Center, 6207 Logan Street, Sac, CA 95824

Oak Park Community Center, 3425 Martin Luther King, Jr. Blvd., Sac, CA 95817

Evelyn Moore Community Center, 1402 Dickson Street, Sac, CA 95822

Belle Cooledge Community Center, 5699 S. Land Park Drive, Sac, CA 95822

Coloma Community Center, 4623 T Street, Sac, CA 95819

Ethel Hart Senior Center, 915 27th Street, Sac, CA 95816

Woodlake Clubhouse, 500 Arden Way, Sac, CA 95815

South Natomas Community Center, 2921 Truxel Road, Sac, CA 95833

Mims/Hagginwood Community Center, 3271 Marysville Blvd., Sac, CA 95815

Client Contact: Laura Bjornsen 808-7753

Staffing Requirement: S/O I or S/O II

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift #1	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Shift #2	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Shift #3	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Totals □	Varies	Varies	Varies	Varies	Varies	Varies	Varies

Guard requests vary based on the events that are booked at the above referenced facilities. The number of guards requested is based on the stated attendance of the event, at a ratio of 1 guard for every 75 people, this can range from 1 to as many but not limited to 24 guards required. The events coordinators will try to give at least two (2) weeks' notice prior to the event. At times there may be un-expected or last minute events or cancelations. Events ending less than the scheduled hours must be paid ½ of scheduled hours.

Guards are to report to the front desk, then as directed by City Staff, duties may include but are not limited to, roving the parameter of the facility, rove the parking lot area, monitor door for unauthorized entrance, walk the interior of the room where the event is taking place, observe guests for underage drinking or other inappropriate behaviors and stand guard in the parking lot. Guards are expected to be visible at all times and report any inappropriate behaviors.

D: Specifications for Mobile License Plate Recognition

Contractor's vehicles must be equipped with a mobile License Plate Recognition (LPR) system. This system shall be compatible with the Genetec AutoVu system currently utilized by the City of Sacramento, operating in 11 vehicles under control of the Parking Services Division. "Compatible" means Contractor's system shall:

a. be managed and configured by the City's AutoVu Security Center,
b. receive updates to various hotlists managed by Parking Services Division, and
c. send updates on "hits" to City's AutoVu Security Center

While Contractor's mobile LPR system must be compatible with City's system, Contractor's personnel will not perform parking enforcement activities. However, Contractor's personnel will notify designated City contacts of "hits" based on the hotlists that City has programmed into Contractor's system.

Specific requirements for the mobile LPR system follow.

A. In-car imaging requirements

1. Camera
    a. The camera unit shall have monochrome progressive scan LPR cameras with a resolution of 1024X946(XGA) @ 30fps
    b. The camera unit shall have options to be equipped with a 12mm, 16mm, or 25mm lens
    c. The camera unit shall have an operating temperature range from -4°F to 140°F (-20°C to 60°C), with an extended temperature option ranging from -40°F to 140°F (-40°C to 60°C)
    d. The camera unit shall have a storage temperature range of -40°F to 185°F (-40°C to 85°C)
    e. The camera unit shall support vibration according to standard MIL-STD 810G 514.6 (Figure 514.6 C-1)
    f. The camera unit shall resist bumps according to standard IEC 60068-2-29 (Directions: ± X, ± Y, ± Z)
    g. The camera unit shall resist shock according to standard MIL-STD 810G 516.6
    h. The camera unit shall be sealed according to standard IP67 IEC 60529
    i. The camera unit shall have a snow, rain, and sun visor
    j. The camera unit shall have an integrated pulsed LED illuminator available in 850nm , 740nm and 590nm wavelengths
    k. The camera shall have dynamic exposure allowing all-weather reading of dirty or obstructed plates. The camera shall read at skew angles up to 45 degrees
    l. The camera status LED shall have the capability of being disabled for covert operations
2. Image Processing
    a. The central processing unit shall have support for international license plate reading
    b. The central processing unit shall support up to 2 XGA LPR at 30FPS camera unit inputs
    c. The central processing unit shall have an operating temperature range from -40°F to 150°F (-40°C to 65°C)
    d. The central processing unit shall have a storage temperature range of -40°F to 185°F (-40°C to 85°C)

B. In-car processing requirements

1. The system shall be able to capture vehicles up to differential speeds of 200MPH (320 km/h) to 220mph (355 km/h)
2. The in-vehicle system shall be running at all times when operating within the limits of the City of Sacramento
3. The in-vehicle software shall be able to run in automatic mode without any user intervention
4. The in-vehicle software shall support up to 4 channels of LPR and process license plate reads from all channels, or one channel at a time (user selectable)
5. The in-vehicle software shall wirelessly download all settings configured centrally from the City of Sacramento, Parking Services Division, BackOffice (BO)
6. The in-vehicle software shall download all software updates configured centrally from the BackOffice (BO) wirelessly
7. The interface shall provide a live feed of the LPR cameras units (for both the LPR and context camera) to use for calibration, as well as a manual override on the LPR camera exposure settings (default mode is set to automatic)
8. The interface shall provide a form for manually capturing a license plate outside the field of view of the LPR cameras
9. The interface shall display for every license plate read the license plate sub image, context image of the vehicle, license plate number, GPS location, and timestamp
10. The interface shall have image magnification controls for the vehicle context image with scrollbars to navigate thru the image
11. The interface shall display the current date and time in real-time
12. The in-vehicle software shall support BeNomad maps
13. The interface shall be able to toggle to a map view to view the license plate reads plotted on a Map. The map shall have dynamic zoom and pan controls.
14. The interface shall display the current address and block information (if available on map) in real-time
15. The in-vehicle software shall support multiple hotlists (blacklists) matching with lists up to 14 million entries long
16. The interface shall have an indicator to show the real-time status of the hotlist and permit lists (loading in progress, loading complete, error)
17. The in-vehicle software shall have configurable matcher settings applicable to hotlist matching and permit enforcement (OCR equivalents, etc.)
18. The interface shall display hotlist hits with a custom color and sound
19. The system shall dynamically update the hotlists and contents of the hotlist from the back office during operation via wireless
20. The in-vehicle software shall support incremental hotlist updates
21. The interface shall allow editing a license plate read that was incorrectly read (in the event of a hit)
22. The interface shall allow the user to accept/reject a hit. An acceptation or rejection shall present a form to select from custom reasons. System may also prompt the operator to input notes relating to a hit accept
23. The interface shall have a visual indicator which specifies from which channel the license plate read originated
24. The interface shall have a visual indicator of pending alarms

25. The interface shall have an interface to select the zone of enforcement, which could be any geographical zone
26. The in-vehicle software shall provide the option to circle the license plate in the context image
27. The interface shall have a diagnostic page to display the real time health of the system
28. The interface shall have a way to manually toggle license reading on/off
29. The interface shall have a page to review reads and "hits," through which the user may scroll or search
30. The interface shall have a form to enter additional vehicles dynamically into a hotlist, which can have a user-selectable expiry date. Operator can also select attributes from pre-populated forms to describe the entry, as well as enter up to 200 characters of text
31. The in-vehicle software shall transfer read/hit data in real-time to the BackOffice wirelessly
32. The in-vehicle software shall offload the read/hit data at the end of the shift to the BackOffice wirelessly
33. For wireless offload, the in-vehicle application must be able to support 256 bit Rijndael encryption of the offloaded data
34. The in-vehicle software read/hit wireless transmission shall support buffering to a queue should the connection temporarily be lost
35. The on-board LPR software shall analyze each frame without requiring external input/output triggering to read the license plate in the camera's Field of View (FOV).
36. The on-board LPR software shall be able to detect and read license plates with embossed characters, flat characters, and any kind of paint/background.
37. The on-board LPR software shall be able to detect and read license plates with a maximum angle of 45° in front and 70° in depth.
38. The on-board LPR software shall contain an OCR equivalent optimization system to improve discrimination between the similar characters for the license plates found in the City of Sacramento
39. The on-board LPR software shall be able to detect and read several types of license plates such as vehicle license plate with one line, two lines, different alphabets on same plate, etc.
40. The on-board LPR software shall be a font independent system. Consequently if license plates contain several font types or new fonts are used in the area, the system shall handle a license plate with these new fonts.
41. When in-vehicle mapping is enabled, user shall be able to navigate in the map view, zoom in and zoom out of the map view.
42. The in-vehicle application shall support the capability to manually capture a still image with the overview camera.
43. The in-vehicle application shall support the capability to automatically capture a vehicle context image with a manually entered license plate read.
44. The in-vehicle application shall support live feed of the context camera such that a user can maneuver the vehicle to optimize the context image before a manual capture.
45. When reviewing reads and hits, a user shall be able to search for a full or partial license plate in the database, with OCR equivalents and fuzzy matching, to determine if a particular license plate has been captured in the system.
46. The in-vehicle application shall be configurable for read privacy control (With read privacy control, a stored read does not include a license plate image cut out, a context image or a license plate interpretation. A stored hit will include a license plate image cut out, a context image and a license plate interpretation irrespective of the configuration of read privacy control.)
47. In order to safeguard the chain of custody, the in-vehicle application shall support data watermarking, which electronically marks every read and hit. If this information were to be modified in any way, the corresponding watermark would not match the data and this would be displayed in the Back-Office application for review.

48. The in-vehicle application shall be able to display statistics on the stored reads and hits including, but not limited to, count per camera and count per hit type.
49. The application shall be responsive in comparing a captured license plate against multiple and voluminous databases with less than a 2 second response to a query of a database containing up to 14,000,000 entries.
50. Upon receiving a hotlist hit, the in-vehicle application will display the following information:
    a. Image cut out of the license plate
    b. Color context image of the vehicle
    c. License plate interpretation
    d. Camera identification
    e. Date and timestamp
    f. GPS coordinates or, as an option, street address and map view of the location of the hit
    g. Hotlist attributes including name, priority and color
    h. Multiple hit indicator i.e. has this read license plate been matched against more than one hotlist entry
    i. Other fields on the hotlist such as plate state or category, VIN, etc.
51. Any hits which have not been acknowledged by the user shall be displayed as unresolved hits in the interface until they are acknowledged or resolved. The system must continue to process license plate data in the background and all captured data must be stored.
52. The system shall alert the user of subsequent hits while reviewing hits
53. The system shall be configurable to limit the number of hits against each hotlist category
54. Upon notification of a hit, if the user determines the license plate from the hotlist does not correspond to the actual license plate cut out image, the user shall be able to edit the license plate interpretation. The original hit is automatically rejected and the edited license plate is automatically checked against the hotlist database.

C. Interfacing requirements

1. The System must be compatible with the current BackOffice application used by the City of Sacramento, the Genetec Security Center, version 5.2. An authorized City of Sacramento supervisor or manager shall be able to do the following fuctions:
    a. Configuration of embedded LPR systems
    b. Live event monitoring from the vehicle
    c. Reporting on any of the LPR vehicles
    d. Dynamic graphical map viewing
2. The new LPR equipment must communicate directly with Security Center without any "middleware" to download the encrypted hotlists already exiting in the Security Center software
3. The reads and hits must be sent in real time to the Security Center software and stored in the Security Center databases
4. Contractor's LPR vehicles must appear in Security Center as individual and separate vehicles. Grouping all reads/hits under a single vehicle entity in Security Center will not be an option

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 12,681,458.00 .

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

City of Sacramento, Department of Finance
Procurement Division, 915 I Street
Sacramento, Ca. 95814

Attn: Katherine Robbins

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

G. PRICING SCHEDULE

Contract period: 1 year contract with a potential for 4 one-year renewal periods

Item	Estimated Annual Hours	Description/Title	Hourly Rate	Extended Rate
1.	106,500	Security Guard I	$ 18.75	$ 1,996,875.00
2.	12,896	Security Guard II	$ 18.84	$ 242,960.64
3.	8,000	Sergeant	$ 19.00	$ 152,000.00
4.	2,340	Lieutenant	$ 19.15	$ 44,811.00
5.	3,160	Additional Services (*blended*)	$ 18.80	$ 59,408.00
			Total	**$ 2,496,054.64**

Second Year Increase Rate ____ 0 % (Not to exceed 3%)

Third Year Increase Rate ____1.5 % (Not to exceed 3%)

Forth Year Increase Rate ____1.5 % (Not to exceed 3%)

Fifth Year Increase Rate _____0.5 % (Not to exceed 3%)

TOUR CONFIRMATION SYSTEM

Identify the type of Tour system to be installed under this contract.

See Attachment on Pages 46-47

Make & Model of Tour System

There are approximately fourteen (14) City facilities requiring Tour rounds and less than 100 site checks.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] ✓ Not furnish any facilities or equipment for this Agreement; or

____ furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor.**

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **CONTRACTOR Information.**

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers

to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars

($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

✓ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

✓ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

    A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

    B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[a]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[b]

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[a] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[b] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees; but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at http://portal.cityofsacramento.org**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at **http://portal.cityofsacramento.org .**
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services, at the same address, containing the details of the alleged violation.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael Ehrenfeld Company
2655 Camino Del Rio North
#200
San Diego CA 92108

CONTACT NAME: Joanie Cramer
PHONE (A/C, No, Ext): (619) 683-9990 FAX (A/C, No): (619) 683-9999
E-MAIL ADDRESS: jcc@ehrenfeldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity	
INSURER B: Everest National Insurance	
INSURER C: Hartford Fire Insurance Company	19682
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
National Security Industries and Services
940 Park Avenue
San Jose CA 95126

COVERAGES CERTIFICATE NUMBER: CL142643135 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK1131223	2/6/2014	2/6/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		PHPK1131223	2/6/2014	2/6/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			PHUB449140	2/6/2014	2/6/2015	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	5300001579-141	5/1/2014	5/1/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	CRIME			72BDDFQ7102	2/14/2014	2/14/2015	EMPLOYEE THIEFT	$500,000
							FORGERY MONEY IN & OUT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: PROJECT # B15061511003 UNIFORMED UNARMED SECURITY GUARD SERVICES - CITY OF SACRAMENTO CA. THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS AN ADDITIONAL INSURED AND COVERAGES EXTENDED PER FORMS ATTACHED: PI-MANU-1 (01-00); IL 00 17 11 98; WAIVER OF SUBROGATION ON THE WORKERS COMPENSATION PER THE ATTACHED WC 04 03 06. ADDITIONAL INSURED ON AUTO LIABILITY PER ATTACHED CA 20 48 02 99. AUTOMOBILE PRIMARY NON CONTRIBUTORY PER POLICY FORM.

CERTIFICATE HOLDER

CITY OF SACRAMENTO
915 I STREET, 2ND FLOOR
SACRAMENTO, CA 95814-2604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fred Liebel/JCC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Additional Insured

Section II - Liability Coverage - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured," subject to the following additional provisions:

(1) The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damages" to its property.

(4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."

(6) The coverage provided will not exceed the lesser of:
(a) The coverage and/or limits of this policy; or
(b) The coverage and/or limits required by the "insured contract."

(7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY/NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name and Address of Person or Organization:

Any Person or Organization as Required by Written Contract.

It is understood and agreed that coverage for the person or organization shown in the above schedule is primary and non-contributory as respects liability created by the errors, acts or omissions of the named insured herein and subject to the terms and conditions in the Additional Insured Endorsement attached hereto.

All other terms, conditions, limitations, and exclusions of this policy are unchanged and applicable.

All other terms and conditions of this Policy remain unchanged.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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PHILADELPHIA
INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company

COMMON POLICY DECLARATIONS

Policy Number: PHPK1131223

Named Insured and Mailing Address:
National Security Industries, Inc.
National Security Industries & Services
and National Security Guard
940 Park Ave
San Jose, CA 95126-3074

Producer: 3963
MICHAEL EHRENFELD COMPANY
2655 Camino del Rio North
Ste 200
San Diego, CA 92108

Policy Period From: 02/06/2014 **To:** 02/06/2015 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Security Services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	[redacted]
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	[redacted]
Businessowners	
Workers Compensation	

Total $ [redacted]

Total Includes Fees and Surcharges (See Schedule Attached) [redacted]
Total Includes Federal Terrorism Risk Insurance Act Coverage

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (01/07)

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK1131223

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CGP011	0509	Recording and Distribution of Material or Information
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording and Distribution of Material or Information
CG0300	0196	Deductible Liability Insurance
CG2010	0704	Addl Ins - Owners, Lessees, or Contractors-Sched Pers
CG2147	1207	Employment-Related Practices Exclusion
CG2149	0999	Total Pollution Exclusion Endorsement
CG2167	1204	Fungi or Bacteria Exclusion
CG2184	0108	Exclusion of Certified Nuclear, Biological, Chemical
CG2402	1204	Binding Arbitration
CG3234	0105	California Changes
PI-MANU-1	0100	GENERAL LIABILITY DELUXE ENDORSEMENT: SECURITY SERVICES
PI-MANU-1	0100	CONTRACTUAL LIABILITY LIMITATION
PI-MANU-1	0100	COVERAGE EXTENSIONS-PERSONAL INJURY LIABILITY
PI-MANU-1	0100	DEFINITIONS-PERSONAL INJURY AND ADVERTISING INJURY
PI-MANU-1	0100	INDEPENDENT CONTRACTORS REQUIREMENTS ENDORSEMENT
PI-MANU-1	0100	PROPERTY DAMAGE EXTENSION ENDORSEMENT WITH OPTIONAL THEFT COVERA
PI-MANU-1	0100	WAGE FREEZE ENDORSEMENT
PI-MANU-1	0100	AMENDMENT OF DECLARATIONS-PREMIUM AUDIT PROVISION
PI-MANU-1	0100	KEY AND LOCK REPLACEMENT-CLIENT COVERAGE
PI-MANU-1	0100	PRIMARY/NON-CONTRIBUTORY ENDORSEMENT
PI-MANU-1	0100	Blanket Additional Insured
PI-MANU-2	0100	ALARM SYSTEMS EXCLUSION
PI-MANU-2	0100	SECURITIES AND FINANCIAL INTEREST EXCLUSION
PI-SG-003 CA	0209	Abuse or Molestation Exc Abuse or Molestation Sublimit
PI-SG-004	0209	Canine Liability Exclusion

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.	

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From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

POLICY NUMBER: PHPK1131223

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/17/2014	Countersigned By:
Named Insured: National Security Industries, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Sacramento

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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