

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

**INVICTA SECURITY CA
CORPORATION**

**TO PROVIDE SECURITY
GUARD AND MOBILE
SECURITY GUARD
SERVICES AT VARIOUS
PARKS AND RECREATION
FACILITIES**

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Invicta Security CA Corporation (Contractor).

RECITALS

A. City wishes to retain Contractor to provide security guard and mobile security guard services at various parks and recreation facilities (Services) as further described in the Scope of Work, attached hereto as Exhibit A.

B. City and Contractor (collectively, the “Parties”) wish to enter into an agreement whereby City will retain Contractor to provide the Services.

C. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source (SS 4607) contract is necessary under SDMC section 22.3016(a).]

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

ARTICLE 1 CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

1.2 Contract Administrator. The Parks and Recreation department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

NAME	Peggy Furtado
TITLE	Supervising Management Analyst
ADDRESS	2125 Park Boulevard, 4th Floor San Diego, CA 92125
DEPT.	Parks and Recreation Department
PHONE	(619) 235-1151
E-MAIL	pfurtado@sandiego.gov

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

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

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for an initial term of 10 months beginning on the Effective Date and extending through October 31, 2024. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be effective on January 1, 2024, after it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

ARTICLE 3 COMPENSATION

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

ARTICLE 4 WAGE REQUIREMENTS

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

ARTICLE 5 CONTRACT DOCUMENTS


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

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

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

CONTRACTOR
INVICTA SECURITY CA CORP

CITY OF SAN DIEGO
A Municipal Corporation

By: 
Scott DeNault (Nov 1, 2024 17:00 PDT)

By: 

Name: Scott DeNault

Name: Claudia Abarca

Title: President

Director, Purchasing & Contracting

Date: Nov 1, 2024

Date: Nov 8, 2024

Approved as to form this 12 day of
November 2024.

MARA W. ELLIOTT, City Attorney

By: 
Nicole Pedone (Nov 12, 2024 09:41 PST)

Deputy City Attorney

Nicole Pedone

Print Name

**EXHIBIT A
SCOPE OF WORK**

A. SPECIFICATIONS.

1. Contractor shall furnish security guard services at various Parks and Recreations facilities (“Security Contractor” or “Contractor”). The requirements set forth in this Scope of Work are not intended to limit the scope of work and duties of the Security Contractor. The Security Contractor is expected to conduct its operations in such a manner as to assure the purpose established herein.

2. Services shall be performed by an unarmed Security Guard per the City’s Parks & Recreation Department’s requirements and specifications as set forth herein. Guards shall provide mobile patrol, foot patrols, and stationary guards, at all sites that will consist of driving up to/into park entrances and parking lots and visually inspecting all buildings/structures to make sure they appear secure and surrounding park area is safe. There are specific sites that the guard shall open, close, and unlock all park gates, unless otherwise specified.

B. SERVICE AREAS AND AWARD BY SCHEDULE. The City’s security services are divided into eight (8) service areas called “Schedules.” Each Schedule or service area includes more than one site or location (“Sites”). The “Schedules” are as follows:

1. Schedule 1 is comprised of Developed Regional Parks, Mission Bay Park sites listed in Section R, item 1 of this Exhibit B.

2. Schedule 2 is comprised of Developed Regional Parks, Shoreline Parks sites listed in Section R, item 1 of this Exhibit B.

3. Schedule 3 is comprised of Developed Regional Parks, Presidio Park sites listed in Section R, item 1 of this Exhibit B.

4. Schedule 4 is comprised of Developed Regional Parks, Rose Canyon Operations Yard sites listed in Section R, item 1 of this Exhibit B.

5. Schedule 5 is comprised of Developed Regional Parks, Rose Canyon Operations Yard (Safe Lot) sites listed in Section R, item 1 of this Exhibit B.

6. Schedule 6 is comprised of Developed Regional Parks, Balboa Park sites listed in Section R, item 1 of this Exhibit B.

7. Schedule 7 is comprised of Community Parks I Division – Standing Guard sites listed in Section R, item 2 of this Exhibit B.

8. Schedule 8 is comprised of Community Parks I Division – Mobile Patrol sites listed in Section R, item 3 of this Exhibit B.

9. Schedule 9 is comprised of Open Space Division – Mobile Patrol sites listed in Section R, item 4 of this Exhibit B.

10. Schedule 10 is comprised of Community Parks II Division – Standing Guard and Mobile Patrol sites listed in Section R, item 5 of this Exhibit B.

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

	License Number	Expiration Date	Name
Private Patrol Operators License	PPO121042	12.31.2024	Jordan Granelli, Invicta CA Corp

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

D. **INDEPENDENT CONTRACTOR.** It is understood and agreed that the Contractor is an independent contractor of the City and not an employee. The City will not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this Contract, those persons shall in no way be considered employees of the City, but rather they will be employees or Sub Contractors of the Contractor and the Contractor bears full responsibility for compensating those persons.

E. **SUSPENSION OF WORK.** The Purchasing Agent may unilaterally order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

F. **SAFETY ORDERS.** Goods and services must conform to the Safety Orders of the California State Division of Industrial Safety and the Occupational Safety and Health Act of 1970.

G. **ASSIGNMENT OF CONTRACT.** Contractor must not assign this Contract or any right or interest hereunder, without prior written consent of the City.

H. **CITY HOLIDAYS.** City observed holidays are:

1. New Year’s Day
2. Dr. Martin Luther King Jr.’s Birthday
3. Presidents Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth Day
7. Independence Day
8. Labor Day
9. Veteran’s Day
10. Thanksgiving Day
11. Christmas Day

Security services will be required three hundred sixty-five (365) days of the year, which includes all City observed holidays. Additionally, the City will not pay an additional hourly rate or overtime for security service required on City Holidays.

I. CONTRACTOR RESPONSIBILITIES.

1. Contractor must provide all security guards assigned to this Contract with the following equipment and supplies.

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

1.2 **Mobile Telephone.** A mobile (cellular) phone to communicate with the Contractor's office and to report to the San Diego Police Department any suspicious or unsafe activity as specified in Section M, item number 3.

1.3 **Patrol Vehicle.** A patrol vehicle which must always be kept in good working condition. It is also the responsibility of the Contractor to make any repairs needed to the patrol vehicle the same day it is found. If the vehicle cannot be repaired before the beginning of the next day, another patrol vehicle must be supplied. Oil and fuel must be supplied by the Contractor. The patrol vehicle must have the Contractor's logo clearly visible on each side and be in good condition. The vehicle cannot have excessive dents or scratches.

1.4 A heavy duty, police type, water resistant multi-cell flashlight and rain gear.

1.5 **Patrol Binder.** The Contractor must supply an incident report, patrol log, notebooks or notepaper for writing details, and other forms for each site as required. A copy of the post orders, check point locations, and maps will be placed in the Patrol Binder along with any updates.

1.6 **Post Orders.** Post Orders are provided by the City's Contract Administrator or designee and are intended to provide locations, maps, times, and specific information on each location in the contract to provide the Contractor's security guard staff with a clear understanding of what is expected. Contractor is required to implement any updates or changes to the Post Orders within ten (10) days of receiving the updates or changed post orders from City staff. Specifications listed in the Post Orders are intended as a reminder of specifications that are already listed in this Contract.

2. **Background Checks.** Contractor must conduct and provide background checks on all its personnel, including security guards at the beginning of the Contract and update background checks on security guards on an annual basis. Contractor must provide any documentation or information related to the background checks when requested by the City.

3. **Reporting of Suspicious and Unauthorized Activity; Verbal Warnings.** Guards must report to the San Diego Police Department any suspicious, unauthorized, or unsafe activity including but not limited to unsecured structures or facilities, vandalism, damaged City property, or abandoned property 365 days/year. The call to San Diego Police Department will be to the non-emergency line (619) 531-2000 unless there is an emergency/urgent

situation, i.e., medical assistance; violence, or breaking and entering, then the call should be placed via 911. Guards must give verbal warnings when necessary to enforce parking lot closures or park rules and regulations, or if necessary, call the San Diego Police Department for assistance at all of the locations.

4. **Uniforms.** All Guards are required to wear the designated/approved Guard service uniforms for the company that they represent. There are no exceptions. All Guard uniforms must be kept clean and professional at all times. Failure to maintain a neat, clean, and professional appearance, and uniform should result in removal from the work site by a security guard supervisor, or the Contract Administrator or their designee(s). Non-approved uniform attire may also result in removal from the work site.

5. The Contractor must have field supervisors who inspect job sites and personnel on a monthly basis to ensure compliance with this Contract and site requirements.

6. Contractor must ensure that security guards make any required court appearances or other appearances on behalf or upon request of the City.

J. GUARD DUTIES. Guards are to provide mobile patrol at all sites as identified in **Exhibits E through L**, that will consist of driving up to/into park entrances and parking lots and visually inspecting from their mobile patrol unit (i.e., vehicle) all buildings/structures to make sure they appear secure, and the surrounding park area is safe. There are specific sites that the guard must open, close, and lock, unlock all park gates (See Section U, Site Specific Requirements per Shift). Guards must complete the number of inspections per park throughout each shift or day, as specified (See Section U, Site Specific Requirements per Schedule). Guards must also perform the following as part of the work schedule:

1. Prepare Daily Activity Reports (DAR's) that indicate, describe and document observations, incidents, and activities occurring at parks, including the facilities within the park. The DAR must be kept for all parks listed, and include the date, time of inspections, notation of any reported police activity, and include a legible signature of Contractor's security personnel that was on duty and completed the log.

2. Observe park facilities and resources by watching for fire, theft, utility failures, and any facility or park electrical fixture not working. Upon finding any minor, major, or emergency utility failure, the guard will prepare an incident report for their supervisor.

2.1 In the case of an emergency utility failure, the guard will immediately notify the City of San Diego Emergency Operations "Station 38" dispatch at (619) 527-7500.

2.2 In the case of fire, theft, or any crime in progress, call 911 emergency, and notify Dispatch by email and calling. All incidents must be recorded in the incident report.

3. The Guard shall record the location and time of any water leaks, lights out, and/or damage to City park property found, and report it to their supervisor and submit an incident report before the end of their shift.

4. **Emergencies.** If the Guard witnesses a FIRE or any LIFE THREATING incident, Guard must go to a safe place and call 911 to report the emergency.

K. MATERIALS AND EQUIPMENT.

1. All materials and equipment referenced in Section M must be maintained in good working order. In the event any equipment fails to function, the Contractor must arrange for immediate replacement, including patrol vehicles. The Contractor must be responsible for supplying batteries for all equipment.

2. Contractor will be responsible for paying for repairs and damage to any City equipment supplied to Contractor or used by the Contractor which is not a result of normal wear and tear. In the event City furnished equipment does not work, the Guard is to note this in the logbook and notify the Contract Administrator on the next business day.

L. KEYS.

1. Keys supplied to the Contractor must not be shared or loaned out. They must be retained by authorized Contractor staff to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the Contract. These requirements also apply to all access codes provided to Contractor and security guards to gain entrance to City facilities.

2. Keys supplied to the Contractor must not be duplicated, except by the City. Lost keys must be reported immediately to the Contract Administrator.

3. All keys are the property of the City and must be returned upon completion of the Contract. If the Contractor loses any of the keys during the term of the Contract or fails to return the keys immediately upon completion or termination of the Contract, the Contractor must pay the City for the cost of re-keying the locks; such costs may be retained from the final payment. If the City does not re-key the locks, the cost of any replacement key(s) must be paid by the Contractor; such costs may be retained from monthly payments.

M. PERSONNEL STANDARDS.

1. All Security Guards must meet the following minimum criteria:

1.1 All Guards must have permanent Guard Cards, issued by the State of California. Temporary or provisional cards are not acceptable.

1.2 All Guards must possess an acceptable level of agility, stamina, overall good physical health, and be mentally sound to perform assigned duties.

1.3 All Guards, supervisors, and managers must be capable of lifting 25 lbs. and standing up for up to eight (8) hours at a time.

1.4 All Guards must be proficient in English, both written and oral communication.

1.5 All Guards must maintain an inoffensive level of hygiene and not wear colognes or perfumes while on the worksite.

1.6 All Guards must have a valid California driver's license.

1.7 All Guards must be capable of operating and responding to radios, pagers, telephones, alarms, and camera equipment.

1.8 All Guards must have a minimum of five (5) years of experience in Security Guard or equivalent services (e.g., current, or retired law enforcement personnel).

1.9 All Security Guards assigned to work under this Contract must serve a minimum of six (6) months continuous service before they are transferred from that assignment to ensure continuity and stability. This applies to initial and subsequent assignments during the Contract period. Contractor must obtain written approval from Contract Administrator/Manager for specific exemptions to this specification, which may be granted based on various factors, to include specific location (and type) of facility under Contract.

1.10 **Punctuality.** All Guards must be on site at the scheduled post hours. Failure to appear on time without prior approval will result in removal from the post. If a Guard is unable to arrive on site at the designated time, the Guard is responsible for contacting their supervisor immediately in order to ensure all scheduled shifts are staffed according to the post hours.

1.11 **Visitors.** Visitors, pets, friends, or family members are not allowed on post while Guard is on duty.

1.12 **Personal Electronic Equipment.** The use of radios, cassette players, TV's, CD players, any type of music, video, or movie playing devices, or ear plugs is prohibited while the Guard is on duty.

1.13 Smoking, vaping, possession or use of drugs, possession, or use of alcohol, or being under the influence of drugs or alcohol is strictly prohibited. The City, at their discretion, may request that the Guard be removed entirely from servicing the City's Contract upon violation of this section.

1.14 **Sleeping and Unaware of Surroundings.** Sleeping on duty is prohibited. If it is determined that a Guard is unaware of their surroundings or appears to be sleeping on duty, their supervisor will be immediately notified, and the Guard will be relieved of their post. The City, at their discretion, may request that the Guard be removed entirely from servicing the City's Contract upon violation of this section.

1.15 **Conduct.** Guards must be courteous and professional to all individuals and limit conversations to greetings, salutations, and public relations information.

1.16 **Chain of Command.** Guards will receive orders from either the Contractor's Supervisor or City Senior Park Ranger or designee. If Guards have any questions about orders, they were given by City Senior Park Ranger or designee, the Guard must contact their supervisor.

1.17 **Training.** Contractor will be responsible for training all guard staff on Post Orders and related information.

1.18 All Guards are to follow each site's specifications and/or Post Orders. If a Guard fails to follow the specifications and/or Post Orders, the Guard must be relieved of their post. The City, at this discretion, may request that the Guard be removed entirely from servicing the City's Contract.

2. Contractor must ensure that all guards take a drug test. Contractor must provide proof that security guards have successfully passed the drug test before they may be assigned to work under this Contract.

3. The City reserves the right to interview any security guard before they are assigned to work under this Contract, and the City has discretion to reject or remove any security guard from providing services to the City under this Contract.

N. SECURITY GUARD REQUIREMENTS. Contractor must ensure that the following requirements are met for a Security Guard:

1. Possess permanent State License Guard Card
2. Have Basic Logs and Reports skills
3. Possess Basic Telephone Etiquette
4. Possess Fundamental Customer Service skills
5. Have learned and understands the California Business and Professions Code (B & P), California Penal Code (PC) and California Code of Regulations (CCR) laws governing the security industry.
6. Have Knowledge of Common and Acceptable Patrol Techniques
7. Have experience with Fire Protection and Alarm Systems
8. Be Proficient in Operation of two (2) way Radio Operations
9. Be Trained in Patrol Vehicle Driving; and
10. Possess Fundamental Skills for Interaction with San Diego Police Department (SDPD) Officers and City Personnel.

O. CITY RESPONSIBILITIES. The City will provide the following for all sites:

1. All keys and access codes required to gain entrance to City facilities. The City will provide an extra set of keys to be kept in Contractor's main office.

P. COURT APPEARANCE. If, as a result of action taken, or observation made, by a guard performing services under the terms of this Contract, Contractor must ensure that the security guard makes any required court appearance or appearance on behalf or at the request of the City. The City will pay the Contractor the regular hourly bill rate as specified on the invoice for the

Contract – Goods, Services, & Consultants

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OCA Document No. 841661_3

amount of time spent in court by the guard, plus one-half (1/2) hour travel time each way. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as "Court Appearance." If court appearances result in guards working more than forty (40) hours per week, then overtime of one and a-half (1-1/2) the hourly bill rate will be paid by the City. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as "Authorized Overtime."

Q. SITE SPECIFIC REQUIREMENTS PER SCHEDULE (i.e., 8- OR 9-HOUR SHIFT DEPENDING ON THE SCHEDULE).

1. SCHEDULE 1, SCHEDULE 2, SCHEDULE 3, SCHEDULE 4, SCHEDULE 5, AND SCHEDULE 6: DEVELOPED REGIONAL PARKS Mobile Patrol, Locking and Unlocking of Gates, and Standing Guards (Unless Otherwise Specified).

Guards must close and lock all park gates, and open and unlock all park gates, unless otherwise specified (see 1.3, 1.4 and 1.5 below, and Section Z, Schedules 1, 2, and 3). Locking time is 10:00 PM PST, and unlocking time is 5:00 AM PST. Locking of gates are specific to location for each park and are found on the Pricing Pages and by location on the Post Orders. Standing guards will be expected to provide excellent customer service to ensure that as many members of the public that need to use public facilities can do so safely and in a secure environment.

1.1 Patrol services are from 8:00 PM PST to 5:00 AM PST.

1.2 There must be **four (4)** inspections per park throughout each 9-hour shift at the following locations:

1.3 SCHEDULE 1, Mission Bay Park Locations: (Refer to Schedule 1, Pricing Pages for Mobile Patrol, and Lock, Unlock Gate Requirements.)

- 1.3.1 Bahia Point-Gleason Road, San Diego, CA 92109
- 1.3.2 Bonita Cove (East & West)-1100 West Mission Bay Drive, San Diego, CA 92109
- 1.3.3 Bonita Cove (South) -3021 Mission Boulevard, San Diego, CA 92109
- 1.3.4 Crown Point Shores-3700 Corona Oriente Road, San Diego, CA 92109
- 1.3.5 Dana Landing 1600 Dana Landing Road, San Diego, CA 92109
- 1.3.6 De Anza Cove-3000 North Mission Bay Drive, San Diego, CA 92109
- 1.3.7 El Carmel-1220 El Carmel Place, San Diego, CA 92109
- 1.3.8 Fanuel Street Park-4024 Fanuel Street, San Diego, CA 92109
- 1.3.9 Fiesta Island-Fiesta Island Rd. & East Mission Bay Drive, San Diego, CA 92109
- 1.3.10 Hospitality Point-Quivira Court & Quivira Way, San Diego, CA 92109
- 1.3.11 Mission Point-2600 Bayside Lane, San Diego, CA 92109
- 1.3.12 North Cove-Vacation Isle, San Diego, CA 92109
- 1.3.13 Playa 1-3000 North Mission Bay Drive, San Diego, CA 92109
- 1.3.14 Playa 2-2450 East Mission Bay Drive, San Diego, CA 92109
- 1.3.15 Playa 3-1093 East Mission Bay Drive, San Diego, CA 92109

- CA 92109 1.3.16 Rose Marie Starn/South Shores-404 Sea World Drive, San Diego,
- 92109 1.3.17 Santa Clara-1008 Santa Clara Place, San Diego, CA 92109
- 92109 1.3.18 Ski Beach (North & South)-1600 Vacation Road, San Diego, CA
- 92109 1.3.19 Sunset Point-1400 Dana Landing Road, San Diego, CA, 92109
- 92109 1.3.20 Tecolote Playground-1740 East Mission Bay Drive, San Diego, CA
- 92109 1.3.21 Tecolote Shores-1346 East Mission Bay Drive, San Diego, CA
- 92109 1.3.22 Vacation Isle-539 Hummingbird Lane, San Diego, CA 92109
- 92109 1.3.23 Ventura Cove-3209 Gleason Road, San Diego, CA 92109

1.4 **SCHEDULE 2, Shoreline Parks Locations:** (Refer to Schedule 2, Pricing Pages for Mobile Patrol, and Lock, Unlock Gate Requirements.)

- Diego, CA92037 1.4.1 Kellogg Park (North & South)-Vallecitos @Camino del Oro, San
- 1.4.2 Mission Beach-3000 Mission Boulevard, San Diego, CA 92109
- Loma Boulevard, San Diego, CA 92107 1.4.3 Ocean Beach Park (Dog Beach/Comfort Station)-5156 West Point
- Diego, CA 92109 1.4.4 South Mission Beach-North Jetty Road & Mission Boulevard, San
- 1.4.5 Sunset Cliffs Natural Park (4 lots)-Sunset Cliffs Bl, Adair Street to Ladera Street), San Diego, CA 92107
- 1.4.6 Torrey Pines City Park (Glider Port)-2836 Torrey Pines Scenic Drive, San Diego, CA 92037

1.5 **SCHEDULE 3, Presidio Park Locations:**

- 1.5.1 Palm Canyon-4445 Taylor Street, San Diego, CA 92110
- 1.5.2 Upper Palm Canyon Parking Lot & Gate-4445 Taylor Street, San Diego, CA 92110

1.6 **SCHEDULE 4, Rose Canyon Operations Yard:**

- 1.6.1 Rose Canyon Operations Yard, 3775 Morena Blvd, San Diego, CA 92117

1.7 **SCHEDULE 5, Rose Canyon Operations Yard (Safe Lot):**

- 1.7.1 Rose Canyon Operations Yard, 3775 Morena Blvd, San Diego, CA 92117
- 1.7.2 Services on this contract only needed through May 1, 2024, when Safe Lot closed.

1.8 **SCHEDULE 6, Balboa Park:**

- 1.8.1 2125 Park Blvd., San Diego, CA 92101

2. **SCHEDULE 7: Community Parks I Division: Standing Guard Service**

- 2.1 Standard Guard service are as scheduled by site.

2.2 Guards must patrol on foot throughout each 8-hour shift at the following locations:

- 2.2.1 Children's Park
422 First Avenue, San Diego, Ca 92101
One non-lethal guard from 12:00 am – 11:59pm and one basic guard from 10:00 am – 6:30 pm daily.
- 2.2.2 Linda Vista Community Park
7064 Levant Street, San Diego, CA 92111
One non-lethal guard from 6:00 am – 9:00 pm Monday – Friday and 8:00 am – 4:00 pm Weekends and holidays.
- 2.2.3 North Clairemont Community Park
4421 Bannock Avenue, San Diego, CA 92117
One non-lethal guard from 6:00 am – 9:00 pm Monday – Friday and 8:00 am – 4:00 pm Weekends and holidays.
- 2.2.4 Pacific Highlands Ranch Park
5975-5977 Village Center Loop, San Diego, CA 92130
One basic guard 7:30 pm – 8:00 am daily
- 2.2.5 Robb Field Community Park
7064 Levant Street, San Diego, CA 92111
One non-lethal guard from 6:00 am – 9:00 pm Monday – Friday and 8:00 am – 4:00 pm Weekends and holidays.

3. **SCHEDULE 8: Community Parks I Division: Mobile Patrol**

- 3.1 Patrol services are from 9 pm PST to 5 am PST.
- 3.2 Guards must complete three (3) or four (4) inspections per park throughout each 8-hour shift at the following locations.
 - 3.2.1 Allied Garden Dog Park
Address: 6707 Glenroy Street, San Diego, CA 92119
 - 3.2.2 Bill Cleator Community Park
Address: 2312 Famosa Boulevard, San Diego, CA 92107
 - 3.2.3 Black Mountain Community Park
Address: 14700 Carmel Valley Road, San Diego, CA 92129
 - 3.2.4 Cabrillo Recreation Center
Address: 3051 Canon Street, San Diego, CA 92106
 - 3.2.5 Camino Ruiz Neighborhood Park
Address: 11489 Camino Ruiz, San Diego, CA 92126

- 3.2.6 Canyonside Community Park
Address: 12350 Black Mountain Road, San Diego, CA 92129
- 3.2.7 Carmel Valley Skate Park
Address: 12600 El Camino Real, San Diego, CA 92129
- 3.2.8 Clairemont Canyons Academy
Address: 4133 Mt. Albertine Avenue, San Diego, CA 92111
- 3.2.9 CPMA Middle School JU
Address: 5050 Conrad Avenue, San Diego, Ca 92117
- 3.2.10 Cubberly Elementary JU
Address: 3379 1/3 Marathon Drive, San Diego, CA 92123
- 3.2.11 Curie Elementary School JU
Address: 4080 Governor Drive, San Diego, CA 92122
- 3.2.12 Del Sur Skate Park
Address: 15827 Paseo Montenero, San Diego, CA 92127
- 3.2.13 Gage Elementary School JU
Address: 6811 Bisby Lake Avenue, San Diego, CA 92119
- 3.2.14 Innovation Middle School JU
Address: 5095 Arvinels Avenue, San Diego, CA 92117
- 3.2.15 Kate Sessions Park
Address: 5115 Soledad Road, San Diego, CA 92109
- 3.2.16 Lake Murray Community Park
Address: 7001 Murray park Drive, San Diego, CA 92119
- 3.2.17 Linda Vista Community Park
Address: 7064 Levant Street, San Diego, CA 92111
- 3.2.18 Linda Vista Skate Park
Address: 7064 Levant Street, San Diego, CA 92111
- 3.2.19 Linda Vista Elementary JU
Address: 2772 Ulric Street, San Diego, CA 92111
- 3.2.20 Longfellow Elementary School JU
Address: 5055 July Street, San Diego, CA 92110
- 3.2.21 Lopez Ridge Park
Address: 7245 Calle Cristobal, San Diego, CA 92126
- 3.2.22 Marston Middle School
Address: 3799 Clairemont Dr. San Diego, CA 92117

- 3.2.23 Marvin Elementary School JU
Address: 5720 Brunswick Avenue, San Diego, CA 92120
- 3.2.24 Mira Mesa Community Park
Address: 8575 New Salem Street, San Diego, CA 92126
- 3.2.25 Mission Bay High School Tennis Courts
Address: 2475 Grand Avenue, San Diego, CA 92109
- 3.2.26 Mt. Acadia Neighborhood Park
Address: 3865 Mt. Acadia Blvd. San Diego, CA 92111
- 3.2.27 NTC Park
Address: 2750 Womble Road @ Cushing, San Diego, CA 92106
- 3.2.28 Pacific Highland Ranch Pump Track
Address: 5975-5977 Village Center Loop, San Diego, CA 92130
- 3.2.29 Rancho Penasquitos Skate Park
Address: 10111 Carmel Mountain Road, San Diego, CA 92129
- 3.2.30 Robb Field Skate Park
Address: 2525 Bacon Street, San Diego, CA 92107
- 3.2.31 Sefton Field
Address: 2510 Hotel Circle Place, San Diego, CA 92108
- 3.2.32 Sequoia Elementary School JU
Address: 4690 Limerick Avenue, San Diego, CA 92117
- 3.2.33 Soledad National Park (Mt. Soledad)
Address: 6905 La Jolla Scenic Drive S, San Diego, CA 92037
- 3.2.34 Taft Middle School JU
Address: 9191 Gramercy Drive, San Diego 92123
- 3.2.35 Wagenheim Middle School JU
Address: 9230 Gold Coast Dr. San Diego, CA 92126
- 3.2.36 Westview Park
Address: 11278 Westview Parkway, San Diego, CA 92126

SCHEDULE 9: Community Parks II: Standing Guard and Mobile Patrol

4.1 Standard Guard service are as scheduled by site.

4.2 Guards must patrol on foot throughout each 8-hour shift at the following locations:

5.2.1 Colina Del Sol Recreation Center
Address: 5319 Orange Avenue
San Diego, CA 92115

5.2.2 Southcrest
Address: 4199 Keeler Avenue
San Diego, CA 92113

4.3 Patrol Services are 8-hour shifts during operating hours and vary per day at the following locations:

5.3.1 Colina Del Sol Recreation Center
Address: 5319 Orange Avenue
San Diego, CA 92115

5.3.2 Memorial
Address: 2902 Marcy Avenue
San Diego, CA 92113

5.3.3 Park de la Cruz
Address: 3901 Landis Street
San Diego, CA 92105

5.3.4 Southcrest
Address: 4199 Keeler Avenue
San Diego, CA 92113

5.3.5 Willie Henderson
Address: 1035 South 45th Street
San Diego, CA 92113

R. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is Peggy Furtado, Parks & Recreation Department, available at 619-235-1151 or PFurtado@sandiego.gov and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance with this Scope of Work and performance to Contract specifications. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor must not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All Contract changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

S. CONTRACT MODIFICATIONS. At any time during this Contract, the City reserves the right to increase or decrease frequencies for the sites listed under the provisions of this

Contract. The City also reserves the right to add or delete park(s)/site(s) as it deems necessary, and to modify tasks as required.

This Exhibit B may only be modified by the Purchasing Agent and shall be confirmed in writing prior to implementation. Any Contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and will not obligate the City to pay for said services.

T. SUBCONTRACTORS. The Contractor must not assign or subcontract any portion of this Contract to any party without pre-authorized written approval from the Contract Administrator, or designee. San Diego Municipal Code section 22.4210(c), part of the City's Living Wage Ordinance, requires the Contractor to use its own employees to perform at least 50 percent of the work described in this Contract.

U. NON-INTERFERENCE WITH CITY OPERATIONS. Contractor must require its employees and agents to comply with all Federal, State, and local City laws, rules, policies, and regulations while at any of the Sites or on adjacent City property. The Contractor must acquaint itself with conditions at the Sites so as not to interfere with City operations. Contractor must not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the Contract Administrator or designee. Contractor must be entirely responsible for working in harmony with any other contractors at the Sites (i.e., City staff, City's environmental contractor, and Contractor's staff).

V. PRICING PAGES.

1. SCHEDULE I: DEVELOPED REGIONAL PARKS – Mission Bay Park

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
1.	Bahia Point	Gleason Road San Diego, CA 92109	Yes	Yes	Lock/unlock service at 1 gate; Mobile patrol; (see Ventura Cove map).	\$ 45.64
2.	Bonita Cove (East & West)	1100 West Mission Bay Drive San Diego, CA 92109	Yes	Yes	Lock/unlock service at 3 gates; Mobile patrol.	\$ 45.64
3.	Bonita Cove (South)	3021 Mission Blvd San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
4.	Crown Point Shores	3700 Corona Oriente Road San Diego, CA 92109	Yes	Yes	Lock/unlock service at 3 gate locations along Crown Point Dr; Lamont Dr., Mooreland Dr., & La Cima Dr.; Mobile patrol.	\$ 45.64
5.	Dana Landing	1600 Dana Landing Road San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
6.	De Anza Cove	3000 North Mission Bay Drive San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
7.	El Carmel	1220 El Carmel Place San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
8.	Fanuel Street Park	4024 Fanuel Street San Diego, CA 92109	Yes – lock only	Yes	Lock service only, at 2 gates; Mobile patrol.	\$ 45.64
9.	Fiesta Island	Fiesta Island Road & East Mission Bay Drive San Diego, CA 92109	Yes	Yes	Lock/unlock at 1 gate; Mobile patrol.	\$ 45.64
10.	Hospitality Point	Quivira Court & Quivira Way San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
11.	Mission Point	2600 Bayside Lane San Diego, CA 92109	Yes	Yes	Lock/unlock at 1 gate; Mobile patrol.	\$ 45.64
12.	North Cove Parking Lot	Vacation Isle San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
13.	Playa 1 Parking Lot	3000 North Mission Bay Dr San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
14.	Playa 2 Parking Lot	2540 East Mission Bay Dr San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
15.	Playa 3 Parking Lot	1093 East Mission Bay Dr San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
16.	Rose Marie Starn/South Shores	404 Sea World Drive San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
17.	Santa Clara	1008 Santa Clara Place San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
18.	Ski Beach (North & South)	1600 Vacation Road San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
19.	Sunset Point	1400 Dana Landing Rd San Diego, CA 92102	No	Yes	Mobile patrol.	\$ 45.64
20.	Tecolote Playground	1740 East Mission Bay Drive San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
21.	Tecolote Shores	1346 East Mission Bay Drive San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
22.	Vacation Isle	539 Hummingbird Lane San Diego, CA 92109	No	Yes	Mobile patrol.	\$ 45.64
23.	Ventura Cove	3209 Gleason Road San Diego, CA 92109	Yes	Yes	Lock/unlock service at 1 gate; Mobile patrol.	\$ 45.64
Total Schedule 1, Mission Bay Park:						\$ 1,049.72
Schedule 1, Total 10 Month Price, (Total Schedule 1 X 300 Days (10 months)):						\$ 314,916

2. SCHEDULE 2: DEVELOPED REGIONAL PARKS – Shoreline Parks

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
1.	Kellogg Park	Vallecitos @Camino del Oro San Diego, CA 92037	Yes	Yes	Lock/unlock service at 2 gates; Mobile patrol.	\$ 47.84
2.	Mission Beach	3000 Mission Boulevard San Diego, CA 92109	Yes	Yes	Mobile patrol.	\$ 47.84
3.	Dog Beach (Ocean Beach)	5156 West Point Loma Blvd. San Diego, CA 92107	No	Yes	Mobile patrol.	\$ 47.84
4.	South Mission Beach	N. Jetty Road & Mission Blvd. San Diego, CA 92109	Yes	Yes	Lock/unlock service at 1 gate; Mobile patrol.	\$ 47.84
5.	Sunset Cliffs Natural Park	Sunset Cliffs Bl, Adair Street to Ladera Street, San Diego, CA 92107	Yes	Yes	Lock/unlock service at 1 gate; Mobile patrol.	\$ 47.84
6.	Torrey Pines City Park (Glider Port)	2836 Torrey Pines Scenic Dr. San Diego, CA 92037	Yes	Yes	Lock/unlock service at 1 gate; Mobile patrol.	\$ 47.84
Total Schedule 2, Shoreline Parks:						\$ 287.04
Schedule 2, Total 10 Month Price, (Total Schedule 2 X 300 Days (10 months)):						\$ 86,112

3. SCHEDULE 3: DEVELOPED REGIONAL PARKS – Presidio Park

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per hour Shift
1.	Palm Canyon	4445 Taylor Street San Diego, CA 92110	Yes	Yes	Lock/unlock service at 1 gate; Mobile patrol.	\$ 47.84
2.	Upper Palm Canyon Parking Lot & Gate	4445 Taylor Street San Diego, CA 92110	Yes	Yes	Lock/unlock service at 1 gate; Mobile patrol.	\$ 47.84
Total Schedule 3, Presidio Park:						\$ 95.68
Schedule 3, Total 10 Month Price, (Total Schedule 3 X 300 Days (10 months)):						\$ 28,704

4. SCHEDULE 4: DEVELOPED REGIONAL PARKS – Rose Canyon Operations Yard

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
1.	Rose Canyon Operations Yard	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Basic guard, 10:00 pm to 6:00 am weekdays.	\$196.56
2.	Rose Canyon Operations Yard	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Basic guard, 6:00 am to 2:00 pm Saturday/Sunday.	\$196.56
3.	Rose Canyon Operations Yard	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Basic guard, 2:00 pm to 10:00 pm Saturday/Sunday.	\$196.56
4.	Rose Canyon Operations Yard	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Basic guard, 6:00 am to 2:00 pm Holidays.	\$196.56

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
5.	Rose Canyon Operations Yard	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Basic guard, 2:00 pm to 10:00 pm Holidays.	\$196.56
6.	Rose Canyon Operations Yard	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Golf Cart – MONTHLY RATE	\$ 813.68
Total Schedule 4, Rose Canyon Operations Yard - Safe Lot (MONTHLY COST):						\$10,641.68
Schedule 4, Total 10 Month Price (Total Schedule 4 X 10 Months):						\$106,416.80

5. SCHEDULE 5: DEVELOPED REGIONAL PARKS – Rose Canyon Operations Yard, Safe Lot – Service Ended May 1, 2024

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
1.	Rose Canyon Operations Yard - Safe Lot	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Basic guard, 6:00 am to 2:00 pm weekdays ONLY, no holidays or weekends.	\$196.56
2.	Rose Canyon Operations Yard - Safe Lot	3775 Morena Blvd San Diego, CA 92117	N/A	N/A	Basic guard, 2:00 pm to 10:00 pm weekdays ONLY, no holidays or weekends.	\$196.56
Total Schedule 5, Rose Canyon Operations Yard - Safe Lot (MONTHLY COST)						\$8,255.52
Schedule 5, Total 4 Month Price (Total Schedule 5 X 4 Months):						\$33,022.08

6. SCHEDULE 6: DEVELOPED REGIONAL PARKS – Balboa Park

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
1.	Balboa Park Admin.	2125 Park Blvd San Diego, CA 92101	N/A	N/A	Basic guard, 4:00 PM to 12:30 AM on weekdays, weekends/holidays.	\$196.56
2.	Balboa Park Admin.	2125 Park Blvd San Diego, CA 92101	N/A	N/A	Basic guard, 12:00 AM to 8:30 AM on weekdays, weekends/holidays.	\$196.56
3.	Balboa Park Admin.	2125 Park Blvd San Diego, CA 92101	N/A	N/A	Basic guard, 8:00 AM to 4:30 PM weekends/holidays	\$196.56
4.	Balboa Park Admin.	2125 Park Blvd San Diego, CA 92101	N/A	N/A	Armed guard (10 hour shifts for restrooms)	\$375.90
5.	Balboa Park Admin.	2125 Park Blvd San Diego, CA 92101	N/A	N/A	Armed guard (10 hour shifts for restrooms) Holidays	\$563.90
6.	Balboa Park Admin.	2125 Park Blvd San Diego, CA 92101	N/A	N/A	Emergency, or special event shifts, such as BP Activity Center	\$260.40
Total Schedule 6, Balboa Park (MONTHLY COST):						\$46,039.94
Schedule 6, Total 10 Month Price (Total Schedule 6 X 10 Months):						\$460,399.40

7. SCHEDULE 7, COMMUNITY PARKS I DIVISION – STANDING GUARD SERVICE

Item No.	Site	Address	Description	Price per Month
1.	Children's Park	422 1st Avenue, San Diego, CA 92101	One non-lethal guard from 12:00 am – 11:59pm and one basic guard from 10:00 am – 6:30 pm daily.	\$32,561.80
2.	Linda Vista Community Park	7064 Levant Street, San Diego, CA 92111	One non-lethal guard from 6:00 am – 9:00 pm Monday – Friday	\$12,720.98
3.	North Clairemont Recreation Center	4421 Bannock Ave, San Diego, CA 92117	One non-lethal guard from 6:00 am – 9:00 pm Monday – Friday	\$8,517.67
4.	Pacific Highland Ranch Community Park (Skatepark)	5975-5977 Village Center Loop, San Diego, CA 92130	One basic guard 7:30 pm – 8:00 am daily	\$11,835.63
5.	Robb Field Community Park	2525 Bacon Street, San Diego, CA 92107	One non-lethal guard from 6:00 am – 9:00 pm Monday – Friday	\$12,738.91
Total Schedule 7, Community Parks I Division – Standing Guard Service (MONTHLY COST):				\$78,374.99
Schedule 8, Total 10 Month Price (Total Schedule 8 X 10 Months):				\$783,749.90

8. SCHEDULE 8: COMMUNITY PARKS I DIVISION – MOBILE PATROL

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
1.	Allied Garden Dog Park	6707 Glenroy Street, San Diego, CA 92119	Yes	No	Lock/Unlock gate(s).	\$450.30
2.	Bill Cleator Community Park	2312 Famosa Boulevard, San Diego, CA 92107	Yes	No	Lock/Unlock gate(s).	\$355.50
3.	Black Mountain Community Park	14700 Carmel Valley Road, San Diego, CA 92129	Yes	No	Lock/Unlock gate(s).	\$450.30
4.	Cabrillo Recreation Center	3051 Canon Street, San Diego, CA 92106	Yes	No	Lock/Unlock gate(s).	\$355.50
5.	Camino Ruiz Neighborhood Park	11489 Camino Ruiz, San Diego, CA 92126	Yes	No	Lock/Unlock gate(s).	\$730.00
6.	Canyonside Community Park	12350 Black Mountain Road, San Diego, CA 92129	Yes	No	Lock/Unlock gate(s).	\$450.30
7.	Carmel Valley Skate Park	12600 El Camino Real, San Diego, CA 92129	Yes	No	Lock/Unlock gate(s).	\$450.30
8.	Clairemont Canyons Academy	4133 Mt. Albertine Avenue, San Diego, CA 92111	Yes	No	Lock/Unlock gate(s).	\$450.30
9.	CPMA Middle School JU	5050 Conrad Avenue, San Diego, Ca 92117	Yes	No	Lock/Unlock gate(s).	\$450.30
10.	Cubberly Elementary JU	3379 1/3 Marathon Drive, San Diego, CA 92123	Yes	No	Lock/Unlock gate(s).	\$450.30

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
11.	Curie Elementary School JU	4080 Governor Drive, San Diego, CA 92122	Yes	No	Lock/Unlock gate(s).	\$450.30
12.	Del Sur Skate Park	15827 Paseo Montenero, San Diego, CA 92127	Yes	No	Lock/Unlock gate(s).	\$450.30
13.	Gage Elementary School JU	6811 Bisby Lake Avenue, San Diego, CA 92119	Yes	No	Lock/Unlock gate(s).	\$450.30
14.	Innovation Middle School JU	5095 Arvinels Avenue, San Diego, CA 92117	Yes	No	Lock/Unlock gate(s).	\$450.30
15.	Kate Sessions Park	5115 Soledad Road, San Diego, CA 92109	Yes	No	Lock/Unlock gate(s).	\$355.50
16.	Lake Murray Community Park	7001 Murray park Drive, San Diego, CA 92119	Yes	No	Lock/Unlock gate(s).	\$355.50
17.	Linda Vista Community Park	7064 Levant Street, San Diego, CA 92111	Yes	No	Lock/Unlock gate(s).	\$450.30
18.	Linda Vista Skate Park	7064 Levant Street, San Diego, CA 92111	Yes	No	Lock/Unlock gate(s).	\$450.30
19.	Linda Vista Elementary JU	2772 Ulric Street, San Diego, CA 92111	Yes	No	Lock/Unlock gate(s).	\$450.30
20.	Longfellow Elementary School JU	5055 July Street, San Diego, CA 92110	Yes	No	Lock/Unlock gate(s).	\$450.30
21.	Lopez Ridge Park	7245 Calle Cristobal, San Diego, CA 92126	Yes	No	Lock/Unlock gate(s).	\$450.30
22.	Marston Middle School	3799 Clairemont Dr. San Diego, CA 92117	Yes	No	Lock/Unlock gate(s).	\$450.30

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
23.	Marvin Elementary School JU	5720 Brunswick Avenue, San Diego, CA 92120	Yes	No	Lock/Unlock gate(s).	\$450.30
24.	Mira Mesa Community Park	8575 New Salem Street, San Diego, CA 92126	Yes	No	Lock/Unlock gate(s).	\$711.00
25.	Mission Bay High School Tennis Courts	2475 Grand Avenue, San Diego, CA 92109	Yes	No	Lock/Unlock gate(s).	\$711.00
26.	Mt. Acadia Neighborhood Park	3865 Mt. Acadia Blvd. San Diego, CA 92111	Yes	No	Lock/Unlock gate(s).	\$450.30
27.	NTC Park	2750 Womble Road @ Cushing, San Diego, CA 92106	Yes	No	Unlock gate(s).	\$450.30
28.	Pacific Highland Ranch Pump Track	5975-5977 Village Center Loop, San Diego, CA 92130	Yes	No	Lock/Unlock gate(s).	\$450.30
29.	Rancho Penasquitos Skate Park	10111 Carmel Mountain Road, San Diego, CA 92129	Yes	No	Lock/Unlock gate(s).	\$450.30
30.	Robb Field Skate Park	2525 Bacon Street, San Diego, CA 92107	Yes	No	Lock/Unlock gate(s).	\$450.30
31.	Sefton Field	2510 Hotel Circle Place, San Diego, CA 92108	Yes	No	Lock/Unlock gate(s).	\$450.30
32.	Sequoia Elementary School JU	4690 Limerick Avenue, San Diego, CA 92117	Yes	No	Lock/Unlock gate(s).	\$450.30

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per Shift
33.	Soledad National Park (Mt. Soledad)	6905 La Jolla Scenic Drive S, San Diego, CA 92037	Yes	No	Lock/Unlock gate(s).	\$415.00
34.	Taft Middle School JU	9191 Gramercy Drive, San Diego 92123	Yes	No	Lock/Unlock gate(s).	\$450.30
35.	Wagenheim Middle School JU	9230 Gold Coast Dr. San Diego, CA 92126	Yes	No	Lock/Unlock gate(s).	\$450.30
36.	Westview Park	11278 Westview Parkway, San Diego, CA 92126	Yes	No	Lock/Unlock gate(s).	\$3,199.50
Total Schedule 8, Community Parks I – Mobile Patrol:						\$19,346.60
Schedule 8, Total 10 Month Price (Total Schedule 7 X 10 Months):						\$193,466.00

9. SCHEDULE 10: COMMUNITY PARKS II DIVISION: STANDING GUARD SERVICE AND MOBILE PATROL

Item No.	Site	Address	Lock & Unlock Service	Mobile Patrol Service	Description	Price per 8-hour Shift
1.	Colina Del Sol Recreation Center	5319 Orange Avenue San Diego, CA	No	Yes	Stationary Guard; Mobile patrol.	\$243.04; \$131.57
2.	Memorial Recreation Center	2902 Marcy Avenue San Diego, CA 92113	No	Yes	Mobile patrol.	\$131.57
3.	Park De La Cruz Community Center	3901 Landis Street San Diego, CA 92105	No	Yes	Mobile patrol.	\$131.57
4.	Southcrest Recreation Center	4199 Keeler Avenue San Diego, CA 92113	No	Yes	Stationary Guard; Mobile patrol.	\$243.04; \$131.57
5.	Willie Henderson Athletic Fields	1035 South 45 th Street San Diego, CA 92113	No	Yes	Mobile patrol.	\$131.57
Total Schedule 9, Community Parks II:						\$1,143.93
Schedule 9, Total 10 Month Price, (Total Schedule 9 X 300 Days (10 months)):						\$343,179.00.
GRAND TOTAL ALL SCHEDULES, 10 MONTHS						\$2,349,965.18

EXHIBIT B



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

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

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

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
CITY REQUIRED FORMS

Business Tax Certificate

Contractor Standards Pledge of Compliance

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

Insurance Certificates with all endorsements

Living Wage Certification Form, or Living Wage Exemption Form (if applicable)

Taxpayer Identification Form W-9 (if applicable)

EXHIBIT D
WAGE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

Goods Services Agreement_SS 4607_Final 9.10.24

Final Audit Report

2024-11-02

Created:	2024-10-22
By:	Lisa Hoffmann (lhoffmann@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoYL3U7QxyQHJXZXDSZFtky2hoKfOdKv9


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 Document created by Lisa Hoffmann (lhoffmann@sandiego.gov)


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 Signer director@allstategs.com entered name at signing as Scott DeNault

2024-11-02 - 0:00:47 AM GMT- IP address: 172.58.113.136

 Document e-signed by Scott DeNault (director@allstategs.com)

Signature Date: 2024-11-02 - 0:00:49 AM GMT - Time Source: server- IP address: 172.58.113.136

 Agreement completed.

2024-11-02 - 0:00:49 AM GMT










Goods Services Agreement_SS 4607_Signed Invicta

Final Audit Report

2024-11-12

Created:	2024-11-06
By:	Lisa Hoffmann (lhoffmann@sandiego.gov)
Status:	Signed
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"Goods Services Agreement_SS 4607_Signed Invicta" History

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-  Agreement completed.
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EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

V. Small and Local Business Program Requirements.

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

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

VI. Maintaining Participation Levels.

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

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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


CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: INVICTA CA CORP, DBA ALLSTATE

Certified By SCOTT DENAULT Name Title DIRECTOR

 Signature Date 04/01/24

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: INVICTA CA CORP

ADA/DBA: ALLSTATE

Address (Corporate Headquarters, where applicable): 9845 ERMA RD. SUITE 300

City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92131

Telephone Number: 858-305-2946 Fax Number: _____

Name of Company CEO: DAN QUINN

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: SECURITY SERVICES Type of License: PPO

The Company has appointed: SIMONE TERRY

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

Address: 9845 ERMA RD. SUITE 300, SAN DIEGO, CA 92131

Telephone Number: 602-384-5116 Fax Number: _____ Email: HR@ALLSTATESS.COM

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of INVICTA CA CORP. DBA ALLSTATE

SAN DIEGO, CA (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 01 day of APRIL, 2024

[Signature]
(Authorized Signature)

SCOTT DENAULT
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: INVENTA CA CORP DBA ALLSTATE DATE: 4/1/24

OFFICE(S) or BRANCH(ES): SAN DIEGO COUNTY: SAN DIEGO

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

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

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

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

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

Totals Each Column	3	2	7	4	0	0	0	0	0	0	4	0	1	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 21

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: INVICTA CA CORP DBA ALLSTATE

DATE: 4/1/24

OFFICE(S) or BRANCH(ES): SAN DIEGO

COUNTY: SAN DIEGO

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers	124	38	187	59	13	6	1	0	4	0	58	15	170	35
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	124	38	187	59	13	6	1	0	4	0	58	15	170	35
--------------------	-----	----	-----	----	----	---	---	---	---	---	----	----	-----	----

Grand Total All Employees 710

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

SS 4607, SECURITY GUARD SERVICES -
STANFORD GUARD AND MOBILE PATROL, AT VARIOUS
P&R FACILITIES

B. BIDDER/PROPOSER INFORMATION:

<u>INVICTA CA CORP</u>	<u>ALLSTATE SECURITY</u>
Legal Name	DBA
<u>9845 ERMA RD STE 300</u>	<u>SAN DIEGO CA 92131</u>
Street Address	City State Zip
<u>SCOTT DENAUT, PRESIDENT</u>	<u>858-305-2946</u>
Contact Person, Title	Phone Fax

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

* The precise nature of the interest includes:

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

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Dan Quinn	CEO
Name	Title/Position
Brightwaters, NY	Regiment Security Partners
City and State of Residence	Employer (if different than Bidder/Proposer)
Regiment Security Partners is the parent company of Invicta CA Corp DBA Allstate Security	
Interest in the transaction	

Kevin Cooke	CFO
Name	Title/Position
	Regiment Security Partners
City and State of Residence	Employer (if different than Bidder/Proposer)
Regiment Security Partners is the parent company of Invicta CA Corp DBA Allstate Security	
Interest in the transaction	

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 06/16/2020 State of incorporation: Delaware

List corporation's current officers: President: Dan Quinn
 Vice Pres: Kevin Cooke
 Secretary: Yusuf Inayat
 Treasurer: _____

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 06/16/2020

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

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

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

If Yes, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

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

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Freddy Igbiosa

Address: 7126 W. North Ave, Chicago, IL 60707

Phone Number: (773) 437-0748

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

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

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

Business Tax Certificate No.: B2023003080 Year Issued: 2023

F. PERFORMANCE HISTORY:

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

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

Company Name: US Customs and Border Protection, Deployed Services

Contact Name and Phone Number: Ryuji Brumley, 813-352-4281

Contact Email: ryuji.brumley@deployedservices.com

Address: 6820 W. Linebaugh Avenue, Suite 105, Tampa, FL 33625

Contract Date: December 15, 2022

Contract Amount: \$ 6,000,000.00

Requirements of Contract: Unarmed security services for federal provider of services to at-risk populations

Company Name: Equus Workforce Solutions

Contact Name and Phone Number: Sandy Belt, 712-326-9775

Contact Email: sandy.belt@equusworks.com

Address: 613 W Valley Pkwy #200, Escondido, CA 92025

Contract Date: July 1, 2022

Contract Amount: \$ 6,000,000.00

Requirements of Contract: Unarmed security services for at-risk populations in San Diego area

Company Name: City of Oceanside

Contact Name and Phone Number: Brian Smithwick, 760-435-5153

Contact Email: bsmithwick@oceansideca.org

Address: 300 North Coast Highway, Oceanside, CA 92054

Contract Date: January 1, 2024

Contract Amount: \$ 600,000.00

Requirements of Contract: Unarmed security and patrol services for City of Oceanside facilities.

G. COMPLIANCE:

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

Yes No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

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

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # _____

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

III. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

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

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

Scott DeNault, President

Name and Title


Scott DeNault

Signature

04/12/2024

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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


Part J:

During transition to updated City contract pursuant to living wage statutes in August 2023, an administrative error caused pay rates for some officers to be entered into our payroll system as \$19.00 instead of \$19.43. The affected officers were underpaid for a period of approximately six weeks before the error was detected, and back payments were issued promptly. During the routine living wage audit earlier this year, an additional group of affected individuals was detected, and back payments were once again issued promptly. The root cause administrative issue has been fixed with our transition to a new guard management software. All affected personnel have been fully paid all owed wages, and no further impacts from this error are expected.

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

Scott DeNault, President

Print Name, Title

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Scott DeNault

Signature

04/12/2024

Date

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

COMPANY INFORMATION

Company Name: INVICTA CA CORP DBA ALLSTATE
 Company Address: 9845 ERMA RD. SUITE 300, SAN DIEGO, CA 92131
 Company Contact Name: SCOTT DENAULT Contact Phone: 858-305-2946

CONTRACT INFORMATION

Contract Number (if no number, state location): CPI & CPII & DRP Start Date: January 1
 Contract Title (or description): Mobile Security Guards/Standing Guards End Date: October 31, 2024
 Purpose/Service Provided: Security Guard Services

TERMS OF COMPLIANCE

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

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

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

CONTRACTOR CERTIFICATION

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

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

SCOTT DENAULT
 Name of Signatory
[Signature]
 Signature

PRESIDENT
 Title of Signatory
04/22/2024
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____