



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: July 8, 2022

HCR22-097

SUBJECT: Ratification of the Amendment to the Contract for Security Services with Universal Protections Services, LP

COUNCIL DISTRICT(S): Citywide

ORIGINATING DEPARTMENT: Real Estate

CONTACT/PHONE NUMBER: Colin Miller/ 619-578-7429

REQUESTED ACTION:

Ratify and award a one-year contract to Universal Protection Services, LP to provide security services at 1122 Broadway San Diego, CA 92101, also known as “Smart Corner,” the San Diego Housing Commission’s headquarters office building, beginning April 16, 2020, with four one-year options to renew at a total contract cost of \$2,331,192.

EXECUTIVE SUMMARY OF KEY FACTORS:

- Based on a competitive procurement process that began on February 4, 2020, the Housing Commission determined that Universal Protection Service, LP, doing business as Allied Universal Security Services was the highest scoring responsive and responsible bidder to provide security services at 1122 Broadway, San Diego, 92101, also known as Smart Corner.
- Due to the COVID-19 pandemic, the Housing Commission Board’s April 3, 2020, meeting was canceled, and staff were not able to present the contract for security services to the Board for consideration at that time.
- To avoid potential interruption to the security service, the Housing Commission entered into a contract with an effective date of April 2020 under section 3.2 of the Procurement Policy, which allows for the President & CEO to exercise their \$250,000 authority limit without Housing Commission Board approval.
- As staff created and implemented a multitude of COVID-related policies and programs, handled pandemic-related emergencies to ensure that operations could safely and hygienically continue, and worked to safeguard that existing residents would be able to remain in their homes, the planned Housing Commission Board action regarding the additional years of the security contract was inadvertently overlooked.
- Processes and safeguards in place at the time did not alert staff that Housing Commission Board action had not occurred and was still needed. Staff has recently implemented additional preventive measures to avoid this type of situation in the future.
- The original contract contained four one-year options to extend the contract. Staff executed the first option to extend. During the second renewal option, General Counsel discovered that staff had not presented the original contract to the Housing Commission Board as initially planned in April 2020.
- Budgetary authority for this contract had been granted in preceding years by the Housing Authority through the agency-wide budgeting process.
- Staff recommends that the Housing Commission Board ratify and approve the retroactive award of a one-year contract for security services, with four one-year options to renew.



REPORT

DATE ISSUED: July 1, 2022

REPORT NO: HCR22-097

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of July 8, 2022

SUBJECT: Ratification of the Contract for Security Services with Universal Protections
Services, LP

COUNCIL DISTRICT: 3

REQUESTED ACTION

Ratify and award a one-year contract to Universal Protection Services, LP to provide security services at 1122 Broadway San Diego, CA 92101, also known as “Smart Corner,” the San Diego Housing Commission’s headquarters office building, beginning April 16, 2020, with four one-year options to renew at a total contract cost of \$2,331,192, allocated as follows:

Contract Term	Firm Fixed Price
Base contract (April 16, 2020-April 15, 2021)	\$437,796
1 st Option (April 16, 2021 – April 15, 2022)	\$452,016
2 nd Option (April 16, 2022 – April 15, 2023)	\$466,236
3 rd Option (April 16, 2023 – April 15, 2024)	\$480,456
4 th Option (April 16, 2024 – April 15, 2025)	\$494,688
Total Contract Cost	\$2,331,192

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) Board of Commissioners (Board) take the following actions:

- 1) Ratify and approve the retroactive award of a one-year contract to Universal Protection Service, LP, doing business as Allied Universal Security Services, in the amount of \$437,796 to provide security services at the Housing Commission’s corporate office building at 1122 Broadway, San Diego 92101, with four one-year options to renew based on the Housing Commission’s needs. The cost for each renewal option is fixed by the contract.
- 2) Authorize the President and Chief Executive Officer (President & CEO), or designee, to substitute the identified contract funding sources with other available funding sources so as long as the total activity budget amount after substitution does not exceed the total approved budget, should the operational need arise or should actions be to the benefit of the Housing Commission and its mission.
- 3) Authorize the President & CEO, or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General

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Counsel, and to take such actions as are necessary and/or appropriate to implement these Approvals, provided that a copy of the documents, signed as to form by General Counsel, is submitted to each Housing Commissioner.

SUMMARY

The Housing Commission's headquarters is known as the "Smart Corner" office building and consists of five stories of Class A office space over a four-story subterranean parking garage. This facility requires unarmed, public reception-oriented security services 24 hours per day, seven days per week. Security services under this contract are provided at all office spaces within the Smart Corner building, the P1 and P2 levels of the parking garage, and the perimeter of the building's exterior. Interior patrols of the ground-floor retail spaces currently occupied by the commercial tenants on the ground floor and the second floor are not included as part of this contract. This crucial service has been in place since staff started occupying Smart Corner in 2008.

On February 4, 2020, the Housing Commission issued a Request for Proposals (RFP) for Security Services at Smart Corner. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission's portal. A total of 29 companies became plan holders by downloading the bid solicitation, seven of which were disadvantaged businesses. On February 13, 2020, a pre-proposal meeting was held, followed by a site walk of the building. Representatives from four companies attended this pre-proposal meeting.

Based on the results of this competitive RFP process, Allied Universal Security Services was determined to be the highest-scored respondent.

In March 2020, staff prepared a report to present to the Housing Commission Board for consideration of a contract for security services for Smart Corner. The staff report summarized and sought approval for the time-sensitive contract with Universal Protection Services, LP, also known as Allied Universal Security Services (AUS) at Smart Corner. It was scheduled to be presented at the April 3, 2020, Housing Commission Board meeting.

Concurrently, the outbreak of COVID-19 was accelerating and evolving into a global pandemic. Beginning March 16, 2020, Housing Commission employees who were "high risk" as defined by the Centers for Disease Control and Prevention and those affected by school closures were allowed to work from home. On March 17, 2020, the Housing Commission closed its offices to the public. On March 19, 2020, California Governor Gavin Newsom issued an order for residents statewide to "shelter in place." Pursuant to the Governor's order, the Housing Commission informed all Housing Commission employees to stay home on Friday, March 20, 2020. Housing Commission employees have continued to work remotely since then, except for employees specifically identified as critical to the continuity of the Housing Commission's operations and services. The April 2020 Housing Commission Board meeting was canceled.

Due to the need to execute the security services contract in April 2020 and avoid potential interruption to the current security service, an interim solution was implemented that allowed the Housing Commission to enter into a contract with an effective date of April 2020. This approach, permissible under section 3.2 of the Housing Commission's Procurement Policy, allows for the President & CEO to exercise their \$250,000 authority limit without Housing Commission Board approval, and has been utilized in similar instances previously. The contract was entered into for an initial amount not to exceed \$250,000 with the intention of seeking Housing Commission Board approval for the remaining base contract amount of

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\$187,796 and the four renewal options, as soon as practicable in light of the COVID-19 pandemic, but not later than October 15, 2020.

It became apparent in the late spring and summer of 2020 that the pandemic would not be over quickly. Housing Commission staff acted quickly to ensure that operations that historically occurred in person could seamlessly transition to be addressed remotely or with extremely limited in-person contact. Examples include:

- Closing offices and moving staff to remote work environment.
 - Computer issuance, moving to virtual meetings, secure Virtual Private Network.
- Developing and adopting property maintenance protocols that involved major process changes.
- Training staff on newly-implemented Personal Protective Equipment (PPE) requirements.
- Procuring services typically not required due to modified operations.
- Acquiring PPE and other supplies that were in short supply at that time, including developing an inventory and distribution system.
- Creating, implementing, and informing Housing Commission residents about a COVID-19 hardship program for Housing Commission residents experiencing loss of income due to the pandemic.
- Implementing an online rent payment portal.
- Navigating legislative actions related to eviction moratoria (e.g., AB3088, SB91, AB832, and local ordinances).
- Writing a scope of work for a consultant to assess and recommend modifications to the workplace, including PPE requirements, process changes, and policy considerations related to an eventual return to office. Awarding the contract and proceeding with tasks associated with that assessment.

As staff created and implemented a multitude of COVID-related policies and programs, handled pandemic-related emergencies to ensure that operations could safely and hygienically continue, and worked to safeguard that existing residents would be able to remain in their homes, the planned Housing Commission Board action regarding the additional years of the security contract was inadvertently overlooked. Processes and safeguards in place at the time did not alert staff that Housing Commission Board action had not occurred and was still needed. Staff has recently implemented automated contract threshold reports that notify departments via email when a contract has reached 75 percent and 95 percent of its time and money capacity. Additionally staff has updated its processes and procedures to ensure verification of Housing Commission Board approval prior to execution of a contract. Between these two preventive measures, this situation will be avoided in the future.

The original contract contained four one-year options to extend the contract. When the end of the first year was approaching, Housing Commission staff processed the customary two-page document to execute the first option to extend. During the second renewal option in 2022, the Housing Commission's General Counsel asked to see the resolution approving the original contract. Through this process, General Counsel discovered that staff had not presented the contract to the Housing Commission Board in 2020 as initially planned, and services had continued beyond the October 15, 2020, date expressed in the Agreement. AUS has performed in an exemplary manner during their tenure of service at the Housing Commission, especially in light of the challenges presented by the COVID-19 pandemic, and remains a valued contractor in good standing with the Housing Commission.

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The original contract followed a competitive bidding process held in accordance with the Housing Commission's Statement of Procurement Policy. This requested action is to correct that administrative oversight by retroactively ratifying the original contract and the subsequent renewal and to obtain approval for the second, third, and fourth renewal options. Budgetary authority for this contract had been granted in preceding years by the Housing Authority through the agency-wide budgeting process.

At the time proposals were due on March 3, 2020, the Housing Commission received 11 written proposal responses from the below-listed firms.

Bidder	Responsive	DBE/SBE/MBE/DVBE/SLBE/WBE*
Security Guards of America, Inc.	Yes	No
America Guard Services, Inc.	Yes	No
IGuard Security, LLC	Yes	No
Able Patrol & Guard	Yes	SLBE
Power Security Group	Yes	SBE
ASAP Security	Yes	SBE
Allstate Security Services, Inc.	Yes	SBE
National Eagle Security	Yes	SBE/DBE
Allied Universal Security Services	Yes	No
Kingdom Security	No	SBE/MBE
Dothan Security Inc.	No	WBE

* Disadvantaged Business Enterprise (DBE)

Small Business Enterprise (SBE)

Minority Business Enterprise (MBE)

Disabled Veteran Business Enterprise (DVBE)

Small and Local Business Enterprise (SLBE)

Women-Owned Business Enterprise (WBE)

An Evaluation Committee subsequently evaluated, scored and ranked the proposal responses based on the following criteria: Cost, Experience, Technical Approach and Qualifications. Below is the proposal ranking summary for each company. The summary represents the Evaluation Committee members' final ranking.

Respondent	Ranking
Allied Universal Security Services	1
Allstate Security Services, Inc.	2
Able Patrol & Guard	3
National Eagle Security	4
Security Guards of America	5
America Guard Services, Inc.	6
IGuard Security, LLC	7
Power Security Group	8
ASAP Security	9

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Based on the proposal reviews and scoring performed by the Evaluation Committee, Allied Universal Security Services was deemed to have the highest ranking. Further, the cost proposal had been determined to be fair and reasonable. Key elements of this contract include the development of new post orders and site-specific personnel training, both of which took place prior to the start of the contract.

FISCAL CONSIDERATIONS

Approval of this item has no fiscal impact on the Housing Commission's Fiscal Year (FY) 2023 budget, which the Housing Authority of the City of San Diego (Housing Authority) approved on June 13, 2022. Approval of the sources and uses for this item were included in FY 2023 budget approved by the Housing Authority.

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

Universal Protection Services, LP is a national company with local branch offices. They have submitted the required EOC forms and Workforce Report prior to contract execution. Universal Protection Services, LP states it does not discriminate based on race, color, religion, national origin, ancestry, gender, age, medical condition, sexual orientation, marital status, domestic partnership status, physical or mental disabilities, veterans, or any other consideration made unlawful by federal, state, or local laws.

HOUSING COMMISSION STRATEGIC PLAN

This item relates to the Core Value "Believe in transparency and being good financial stewards" in the Housing Commission Strategic Plan for Fiscal Year (FY) 2022-2024.

ENVIRONMENTAL REVIEW

The amendment to this contract is not a project as defined by the California Environmental Quality Act Section 2106 and State CEQA Guidelines Section 15378(b) (5), as it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. The determination that this activity is not subject to CEQA, pursuant to Section 15060(c)(3), is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. Processing under the National Environmental Policy Act is not required as no federal funds are involved in this action.

Respectfully submitted,



Colin Miller
Senior Vice President, Housing Finance &
Property Management
Real Estate Division

Approved by,



Jeff Davis
Interim President & CEO
San Diego Housing Commission

Attachments: Security Services Contract

Docket materials are available in the "Governance & Legislative Affairs" section of the San Diego Housing Commission website at www.sdhc.org

Attachment 1

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR SECURITY SERVICES AT SMART CORNER

WITH

UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES

Contract No. SC-20-08

THIS AGREEMENT, entered into this 15th day of April 2020,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

Universal Protection Service, LP DBA Allied
Universal Security Services
10680 Trenea Street, Suite 450
San Diego, CA 92131
858-210-7333

is as follows:

101. DESCRIPTION OF WORK

Contractor shall provide Security Services at Smart Corner the Commission as generally described in the Specifications/Scope of Work attached hereto and Addendum #1 incorporated by reference.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective April 16, 2020

through April 15, 2021.

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his designee, may at his election extend the term of the Agreement to the Contractor for 4 (four) additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 225. Only one (1) option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is depended upon the availability of funds and budget approval by the Housing Authority of the City of San Diego ("Housing Authority"). The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 225 herein.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). This Agreement shall be brought to the Commission's Board of Commissioners to increase compensation above \$250,000 in compliance with the Commission's Procurement Policy. Upon approval by the Board, the maximum compensation paid under this Agreement, shall not exceed Four Hundred Thirty Seven Thousand Seven Hundred Ninety Six and No/100 dollars (\$437,796.00). The Commission intends to seek Board approval as soon as practicable in light of the ongoing COVID-19 pandemic. To the extent that the Commission's Board of Commissioners does not increase the compensation above \$250,000 by October 15, 2020, the Agreement shall be automatically terminated. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the

maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

Signature Page to Agreement for Security Services at Smart Corner with Universal Protection Service, LP DBA Allied Universal Security Services (Contract No. SC-20-08):

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Contractor:

UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES

DocuSigned by:
By: Steve Claton
Steve Claton
President, Southwest Region
Date: 4/14/2020

DS
TG

4/14/2020

Commission:

SAN DIEGO HOUSING COMMISSION

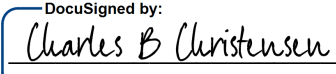
DocuSigned by:
By: Jeff Davis
Jeff Davis
Executive Vice President & Chief of Staff
Date: 4/15/2020

DocuSigned by:
By: Emily Jacobs
Emily Jacobs
Senior Vice President of Real Estate
Date: 4/15/2020

DocuSigned by:
By: Jennifer McKinney
Jennifer McKinney
Vice President of Real Estate Operations
Date: 4/15/2020

DocuSigned by:
By: Debra Fischle-Faulk
Debra Fischle-Faulk
Vice President of Procurement and Compliance
Date: 4/15/2020

Approved as to Form:
Christensen & Spath LLP

By: 

Charles B. Christensen
General Counsel
San Diego Housing Commission

Date: 4/14/2020

DS


4/14/2020

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

<input checked="" type="checkbox"/>	General Liability \$1,000,000.00	<div style="text-align: center;">Initials <small>DS</small></div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; line-height: 40px; margin: 0 auto;">SC</div>	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00	<div style="text-align: center;">Initials <small>DS</small></div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; line-height: 40px; margin: 0 auto;">SC</div>
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	<div style="text-align: center;">Initials <small>DS</small></div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; line-height: 40px; margin: 0 auto;">SC</div>	<input type="checkbox"/>	Other:	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego ("City"), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked "Errors and Omissions" is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
	Errors and Omissions	^{DS}
<input checked="" type="checkbox"/>	\$1,000,000.00	SC

(d) For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(e) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and

percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Work Force Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an Equal Employment Opportunity Plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Specifications/Scope of Work of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification

of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

☐ If checked, additional state prevailing wage terms are contained in Attachment No. 6.

☐ If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date

that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

226. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, a copy of which is attached to this Agreement, if applicable, at the following times:

- (a) Upon execution of this Agreement;
- (b) Annually on or before April 1 of each year;

- (c) Within thirty (30) days after completion of the Agreement.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

227. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,

- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Section 3 Contract Clauses

- (a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the

subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS/SCOPE OF WORK

A. General Information

1. The work pursuant to this Agreement shall be performed at the Smart Corner office building and the top two levels (P1 and P2) of the subterranean parking structure (hereinafter referred to as "Smart Corner"). The office building is located at 1122 Broadway, 1100 Broadway and 1045 11th Avenue, San Diego, CA 92101. The vehicle entrance to the garage is on 11th Avenue.
2. Contractor shall provide security services described in this Agreement to all office spaces within the Smart Corner office building, the P1 and P2 levels of the public parking garage, and the building exteriors. Patrols of the first floor retail space interiors (1075 11th Avenue and 1150 Broadway) are not included in the scope of services. The total office area to be patrolled is approximately 105,500 square feet, and the total garage area to be patrolled is 121,000 square feet.

B. Protective Services Specifications

1. Hours of Service.
 - a. The Contractor will be expected to provide security services twenty-four (24) hours per day, seven (7) days per week, with added shifts on each weekday that the Commission is open to the public. Typical service hours are as follows:

Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Supervisor		0700 – 1530	0700 – 1530	0700 – 1530	0700 – 1530	0700 – 1530	
Day Shift #1	0700 – 1530	0700 – 1530	0700 – 1530	0700 – 1530	0700 – 1530	0700 – 1530	0700 – 1530
Day Shift #2		0800 – 1730	0800 – 1730	0800 – 1730	0800 – 1730	0800 – 1730*	
Day Shift #3		0800 – 1730	0800 – 1730	0800 – 1730	0800 – 1730	0800 – 1730*	
Part Time		1530 – 2000	1530 – 2000	1530 – 2000	1530 – 2000	1530 – 2000*	
Swing Shift	1530 – 2400	1530 – 2400	1530 – 2400	1530 – 2400	1530 – 2400	1530 – 2400	1530 – 2400
Night Shift	2400 – 0800	2400 – 0800	2400 – 0800	2400 – 0800	2400 – 0800	2400 – 0800	2400 – 0800

* Shift not required every other week. See Section B.1.b below.

- b. The hours shown in the table above are for illustration purposes only. All shifts include a 30 minute lunch break. Shift start and end times are flexible to a certain degree, but the general coverage must be in conformance with the schedule as outlined. Contractor's site supervisor shall be on site on all weekdays. As the Commission operates under a compressed work schedule and is closed every other Friday, Contractor shall not provide staffing for the Day Shift #2 position, Day Shift #3 position, or for the Part Time shift position on the Commission's dark Friday or any other non-working days, defined as follows:

- 1) The Commission's compressed work schedule, every other Friday, beginning April 10, 2020
 - 2) All Saturdays and Sundays
 - 3) New Year's Day
 - 4) Martin Luther King Day
 - 5) Washington's Birthday (Presidents' Day)
 - 6) Cesar Chavez Day
 - 7) Memorial Day
 - 8) Independence Day
 - 9) Labor Day
 - 10) Veterans Day
 - 11) Thanksgiving Day
 - 12) Friday following Thanksgiving Day
 - 13) Christmas Day
- c. The Contractor will be expected to provide (2) extra security officers, with the option of more at the specified rate from the hours of 8am – 12pm each month for a public Housing Commission Meeting. This meeting is held monthly, but there typically is no meeting in August and December. Schedule to be provided by the Commission representative.

2. Personnel.

- a. Contractor must identify the organizational team the company would propose for the support of these services and the supervision of the individuals assigned to this building. It is desirable for the Contractor to demonstrate its ability to retain key security personnel through incentive programs, compensation programs or other company processes or procedures which will ensure security personnel assigned to the Commission will provide stable and consistent levels of service.
- 1) Security personnel will be unarmed and will serve as highly visible ambassador-type representatives of the property, and as such, personal grooming, hygiene and overall appearance must be maintained to the highest standards at all times. In addition to being fully experienced and capable of providing protective services, Security Officers assigned to this building must, possess effective customer relations skills, appropriate interpersonal skills in working with a culturally diverse population, and excellent written and verbal communication skills. Personnel must demonstrate ability to be proactive and to appropriately communicate potential security concerns to assigned points of contact. Knowledge of basic public reception services and business conduct principles for this assignment are required. Use of pepper spray or other devices at this site if requested by the Commission representative. Proper insurance citing the coverage of these devices must be provided along with other insurance requirements specified.
- b. The Contractor will provide Security Officers in official security uniforms inclusive of pants, shirt with patches, optional baseball cap and jacket with the identification of the Contractor and the Security Officer on the shirt and jacket pocket.
- c. Security Officers shall maintain current training and certification in the use of CPR, First Aid and the operation of the building's Automated External Defibrillation (AED) devices. Current certifications

shall be on file at the Commission offices.

- d. Security Supervisor and Officers shall maintain current training on sexual harassment prevention. Current certifications shall be on file at the Commission offices.
- e. Security Supervisor must submit a resume and have 2 - 4 years of recent supervisory experience. The supervisor shall be interviewed and approved by the Commission representative.
- f. The Contractor must provide documentation of the security personnel proposed for use no later than ten (10) days prior to their placement at the site. The Commission shall have the sole and absolute right to interview any or all of these individuals to determine their suitability for this post. The Commission has the unilateral right to require Contractor to remove and replace security personnel immediately from the premises. Contractor must demonstrate it has the capacity to replace security personnel within twenty-four (24) hours when required to do so.
- g. If a Security Supervisor or Officer does not show up the Contractor shall provide immediate coverage of the shift.
- h. Live Scan Background Checks:
 - 1) Contractor shall perform a California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Live Scan background check on all personnel prior to their placement for work at the project site.
 - 2) Contractor shall perform DOJ and FBI Live Scan background checks on all new and existing personnel no less than once every twelve (12) months.
 - 3) Contractor (Awardee) shall certify to the Commission that these checks have been performed by completing and submitting the Contractor Personnel Criminal Background Certification attached hereto as "Exhibit A."
 - 4) Contractor hereby acknowledges that no personnel will be allowed to work at the project site without a current Contractor Personnel Criminal Background Certification on file at the Commission offices.
- i. Contractor shall provide Commission with a current copy of a valid U.S. Federal or U.S. State government-issued photo identification for all personnel prior to their placement for work at the project site.
- j. Contractor personnel shall have valid, U.S. Federal or U.S. State government-issued photo identification with them at all times while on Commission property. No employees shall be allowed to work in the building without this identification on their person.
- k. Contractor shall provide on-going security service training to the assigned Security Officers at least semi-annually. Topics for training shall cover, but shall not be limited to: conflict resolution, mediating disputes without contact, de-escalation, emergency procedures, crowd control, report writing, customer service and relations and other topics which enable security personnel to better perform their duties.
- l. Contractor must comply with immigration requirements related to the right to work in the United

States.

- m. Contractor shall provide a step-by-step transition and training plan to be reviewed and approved by the Commission.

3. Duties.

- a. The Contractor will perform basic security duties that will add to the physical safety of the property by reducing the potential for vandalism, fire and equipment damage, as well as damage due to natural causes. Duties may also consist of performing essential security system services such as access control. In addition, all security personnel should be proficient in the use of web & GPS-based patrol and reporting System, which system is to be provided by the Contractor. The Contractor must comply with immigration requirements related to right-to-work in the United States and will provide adequate supervision of Security Officers.
- b. The Contractor shall provide written monthly reports regarding statistics on crime trends, incidents in the building and surrounding neighborhoods to the Commission's representatives.
- c. The Contractor shall have on site files of daily logs, activity and incident reports for the Commission representative. The assigned security personnel will immediately respond to any and all observations and events reported by Commission staff. The assigned security personnel will report observations and events that appear out of the ordinary immediately to the Commission's representatives.
- d. The duties outlined herein are not all-inclusive and may be modified based on the needs of the Commission.
- e. The assigned security personnel shall be trained in the use of common equipment associated with industry standard systems such as, surveillance, access control and emergency mass notification systems.
- f. The current emergency mass notification system in place at the Commission is AlertUs. Any security personnel assigned to the San Diego Housing Commission, including temporary personnel, must have training on the system, with instructions provided by the San Diego Housing Commission. The personnel serving in a Supervisory, lead capacity or any others assigned to this must be ready, willing and able to activate communication via the AlertUs system if an event warrants such activation.
- g. The assigned security personnel will be required to adhere to post orders that will be prepared for the position by the Contractor and approved by the Commission.
- h. The Commission shall provide two-way radios at the Security Officer station to enhance communication with each other and the Commission's representatives.
- i. Contractor shall provide two (2) mobile phones capable of voice, texting, email and photography to communicate with each other and the Commission's representative. One mobile phone shall be assigned to the Security Supervisor for his or her site-related business use on site. The other mobile phone shall remain at the site and shall be assigned as a back-up / emergency phone. Photos shall be taken as appropriate of incidents and situations encountered by the Security Officer. Email accounts for Security Officers shall be provided by the Contractor. Contractor shall upgrade both phones no less often than every two years during the term of this Contract. Phones shall remain on site for all upgrades and modifications. The Commission's IT department shall have administration rights to providing changes or installation of programs or applications.
- j. Prior to assuming each shift, the Security Supervisor shall:

- 1) Check-in with the designated Commission representative at the beginning of each shift and report any over-night activity or building issues.
 - 2) Download and send to the Commission representative the Daily Activity Report ("DAR") and Site Activity Report ("SAR").
 - 3) Review all reports daily for accuracy and completeness. The Security Supervisor shall be available to answer questions regarding information in any report and to respond to inquiries within twenty-four (24) hours.
 - 4) Investigate any complaints by Commission staff and responded in writing to the Commission's designated representative within seventy-two (72) hours.
 - 5) Check-in with the designated Parking Manager at the beginning of the day shift and report any over-night garage or gate activity.
- k. Prior to assuming any shift, Security Supervisor / Officers shall generally accomplish the following:
- 1) Note the status of the fire control systems.
 - 2) Note the status of the building elevators.
 - 3) Take inventory of all keys, phones, radios and other assigned equipment.
 - 4) Take inventory of all access cards. Any missing cards or discrepancies in the logs shall be noted in the DAR. The daily check-in log shall be utilized to verify to whom the missing access card was assigned. Information regarding the missing access cards shall immediately be provided to the designated Commission representative.
 - 5) Review shift-to-shift pass down log.
 - 6) Review outgoing shift's DAR.
 - 7) Obtain a verbal briefing from the departing shift.
- l. During a shift, Security Supervisor / Officers shall generally accomplish the following:
- 2) Respond appropriately to emergencies and calls for assistance.
 - 3) Respond immediately to calls on Contractor-provided cell phone and/or Commission-provided two-way radio, at all times during shift.
 - 4) Respond to incoming phone calls at the Security Desk.
 - 5) Respond appropriately to all requests by designated Commission representatives for access to secured areas.
 - 6) Respond to all reported safety and security violations.
 - 7) Provide security stand-by to Commission staff as needed or requested by the Commission representative.
 - 8) Provide intercession to quell disturbances as observed.
 - 9) Provide highly visible assistance to the general public in all public areas, including the garage. Answer questions and provide directions as needed.
 - 10) Ensure visitor, vendor and contractor check in and check out during normal business hours.
 - 11) Ensure that only Commission-approved after-hours employees, vendors, contractors and other visitors are allowed on the premises after hours. Prevent access to those who are unauthorized. Ensure that each authorized individual checks in and checks out. Ensure that building employees who are working late and remain in the building after hours have signed the daily check-in log.
 - 12) Ensure that all trespassers are identified as such and escort them from the premises.
 - 13) Ensure that the exterior is free of transients sleeping or loitering against the building.

- 14) Perform duties in a highly visible manner in all public access areas including the public parking garage.
 - 15) Perform monitoring of building security cameras.
 - 16) Perform all prescribed regular and random patrols. Patrols shall cover the entire interior and exterior of the office space and the garage no less than two (2) times per day. Patrols shall include a lock check on all doors that are required to be locked. Patrols shall also include a check of the north and south stairwells no less than three (3) times per day to ensure that all stairwell doors are functional and closed completely. All patrols and lock checks shall be logged in the DAR, and the SAR shall be used to confirm these patrols. Contractor shall use an electronic tracking system for the SAR.
 - 17) Prepare clear and complete verbal and written reports of all accidents, injuries and other incidents, and provide these immediately to the Security Supervisor and Commission representative. Maintain proper logs of all reports.
 - 18) Comply with all Federal, State and local laws, statutes and regulations relative to the provision of security services, including the Commission's rules and regulations.
- m. 10-minute mandated breaks will be handled as follows when only one security guard is present at the site:
- 1) Incoming calls will be directed to Allied Universal's remotely located security operation (MARC Facility) where a live individual directs incoming calls. MARC Facility personnel will immediately notify the San Diego Police Department of emergency calls. Non-emergency calls will be directed to the guard once they have taken the mandatory break and will wait for no more than 10 minutes. The guard on-break will respond to the call once the mandated break is over.

END OF SCOPE OF SERVICES

Exhibit A

**CONTRACTOR PERSONNEL
CRIMINAL BACKGROUND CHECK CERTIFICATION**

The San Diego Housing Commission requires all contracted employees providing services at Smart Corner to obtain criminal history background checks. On behalf of the Contractor named below, the undersigned certifies that Contractor has obtained, reviewed and approved all required criminal history record information, including information obtained via Live Scan (California Department of Justice and FBI), for the employee named below. The undersigned further certifies that this employee has no felony conviction(s) which would prevent him/her from performing services under the Contractor's agreement with the Commission.

If Contractor receives subsequent information that an employee performing services for the Commission has a felony conviction, Contractor shall immediately remove said employee from his or her duties and shall immediately notify the Commission Representative. Failure of Contractor to provide this certification for any employee providing services at Smart Corner may be cause for contract termination.

Contractor Name: _____ Contract No: _____

Employee Name: _____ Employee Position: _____

*Date background check results were received and approved by Contractor: _____

☐ Copy of employee's valid U.S. government issued photo I.D.

*This Certification valid for 12 months from the date of background check results.

CERTIFIED BY:

Name

Title

Signature

Date

Telephone Number

--

FOR COMMISSION USE ONLY

Commission Representative: _____ Signature: _____ Date: _____

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

SC-20-08 Security Services at Smart Corner

Straight Time Hourly Rates					
	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Supervisor	\$ 28.80	\$ 29.60	\$ 30.40	\$ 31.20	\$ 32.00
Day Shift #1	\$ 24.00	\$ 24.80	\$ 25.60	\$ 26.40	\$ 27.20
Day Shift #2	\$ 24.00	\$ 24.80	\$ 25.60	\$ 26.40	\$ 27.20
Day Shift #3	\$ 24.00	\$ 24.80	\$ 25.60	\$ 26.40	\$ 27.20
Part Time	\$ 24.00	\$ 24.80	\$ 25.60	\$ 26.40	\$ 27.20
Swing Shift	\$ 24.00	\$ 24.80	\$ 25.60	\$ 26.40	\$ 27.20
Night Shift	\$ 24.00	\$ 24.80	\$ 25.60	\$ 26.40	\$ 27.20
Over Time Hourly Rates					
	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Supervisor	\$ 43.20	\$ 44.40	\$ 45.60	\$ 46.80	\$ 48.00
Day Shift #1	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Day Shift #2	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Day Shift #3	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Part Time	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Swing Shift	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Night Shift	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Holiday Hourly Rates					
	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Supervisor	\$ 43.20	\$ 44.40	\$ 45.60	\$ 46.80	\$ 48.00
Day Shift #1	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Day Shift #2	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Day Shift #3	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Part Time	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Swing Shift	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
Night Shift	\$ 36.00	\$ 37.20	\$ 38.40	\$ 39.60	\$ 40.80
All Inclusive Monthly Cost					Total
Year One (1)					\$36,483
Year Two (2)					\$37,668
Year Three (3)					\$38,853
Year Four (4)					\$40,038
Year Five (5)					\$41,224
Years 1-5 Total (Used to determine points awarded)					\$194,266

Name:

Tad Garabedian

Date:

3-16-20

Rates are contingent upon the Commission exercising each option year (Years 2-5), in its sole discretion,. Each option year is decided separately. Monthly Cost is a flat payment per month.

*3rd, 4th and Final (5th year) Option are contingent upon approval from the San Diego Housing Commission Board of Commissioners. Upon Board approval, each option in years 3, 4 and 5 may then be exercised at the sole discretion of the Commission.

