

REPORT

DATE ISSUED: October 3, 2008

REPORT NO: HCR08-116

ATTENTION: Chair and Members of the Housing Commission
For the Agenda of October 31, 2008

SUBJECT: Award of Contract for Protective Services (District 2)

REQUESTED ACTION:

That the Housing Commission award a contract for protective services at its corporate office building located at 1122 Broadway and known as Smart Corner.

STAFF RECOMMENDATION:

- 1) Recommend that the Housing Commission approve the award of a contract to ABM Security Services in the amount of \$356,739 for protective services at its corporate office building located at 1122 Broadway, known as Smart Corner, for the period of two (2) years with three (3) additional one (1) year renewal options at a negotiated rate not to exceed the base contract amount plus the increase in the National Consumer Price Index for All Urban Consumers.
- 2) Authorize the President & Chief Executive Officer or designee to execute the contract (Attachment 1) and expend up to a ten percent contingency (\$35,674), if necessary, for items not anticipated in the original scope of work.

BACKGROUND:

The Housing Commission has an ongoing requirement for protective services at its corporate office building located at 1122 Broadway in the City of San Diego. The scope of services of this contract includes, but is not limited to, security guard services, customer relations, access control and emergency response.

FISCAL CONSIDERATIONS:

Funding for this contract is included in the FY09 Budget previously approved by the Housing Commission on April 25, 2008 and the Housing Authority on June 10, 2008.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

On September 9, 2008, a Request for Proposals was issued for this work. Advertisements were placed in the *San Diego Union Tribune*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*. In addition, ten (10) invitations were sent as outreach to Security Guard Companies.

On September 16, 2008, a pre-proposal conference was conducted with five (5) firms in attendance. During the bid period a total of four (4) bid packages were provided to interested firms and four (4) plan rooms.

At the closing date of September 23, 2008, four (4) proposals were received and on October 2, 2008, the Proposal Evaluation Committee met to rank the proposals based on the following criteria: Cost, Experience, and Qualifications (Attachment 2).

October 3, 2008

Award of Contract for Smart Corner Protective Services (District 2)

Page 2

Bidder	Responsive Bidder	DBE	Total Score
ABM Security Services	Yes	No	300
Universal Protection Services	Yes	No	294
Heritage	Yes	No	243
Rodgers Police Patrol, Inc.	Yes	No	228

Staff analysis indicates that ABM Security Services has provided the most advantageous response and is capable of performing this service. ABM is the current provider of protective services to the Housing Commission, and has successfully performed this service since the building opened in January of 2007.

ENVIRONMENTAL REVIEW:

This action is categorically exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Article 19 Guidelines Section 15301 (existing facilities). This activity is exempt from the National Environmental Policy Act under §58.34(a)(3) (administrative and management activities).

Respectfully submitted,



Steve Snyder
Director of Development &
Asset Management

Approved by,



Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

- Attachments: 1 - Contract
2 – Evaluation Committee Consensus Form
3 – Workforce Analysis

Hard copies are available for review during business hours at the Housing Commission offices at 1122 Broadway, San Diego, CA 92101, Main Lobby and at the Office of the City Clerk, 202 C Street, San Diego, CA 92101. You may review complete docket materials on the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
SMART CORNER PROTECTIVE SERVICES
WITH
ABM SECURITY SERVICES

THIS AGREEMENT, entered into the _____ day of _____ 2008,

between the Commission:

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

and the Contractor:

ABM SECURITY SERVICES
1620 5TH Avenue, Suite 875
San Diego, CA 92101
(619) 338-9360

101. DESCRIPTION OF WORK

Contractor shall provide protective services to the Commission as generally described in the specifications/scope of services attached hereto.

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 Service, Contract Attachment No. 2*
3. *Compensation Schedule, Contract Attachment No. 3*
4. *Certificate of Compliance, Contract Attachment No. 4*

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective November 1, 2008 through October 31, 2010. The Commission, at its discretion, may extend this contract for three (3) additional one (1) year periods at a negotiated rate not to exceed the base price of the contract plus the increase in the Consumer Price Index for All Urban Consumers (*CPI-U All City Average/All Items Unadjusted Index*) for the time period covered by this Agreement.

Attachment 1

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 THREE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED THIRTY-NINE AND NO/100 (\$356,739.00). 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) 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 ("the 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: (1) reference the Contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested 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 (30th) day of a given month if the requisition is submitted to the Commission no later than the first (1st) 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.

Attachment 1

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

COMMISSION: SAN DIEGO HOUSING COMMISSION

By: _____
Carrol M. Vaughan

Title: _____
Executive Vice President & Chief Operating Officer

Date: _____

CONTRACTOR: ABM SECURITY SERVICES

By: _____
Signature

Title: _____

License Number

Date: _____

APPROVED AS TO FORM
CHRISTENSEN & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Contract calls for the performance of the services of the consultant 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/her/its 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 Contract (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 Contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

- a. For the duration of this Contract, 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 Authority, or the City of San Diego ("the City") 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 its contract 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

Attachment 1

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

- a. The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- b. Contractor shall indemnify and hold harmless the Commission, the Authority, the City, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:
 - 1. For damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
 - 2. For any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

206. Insurance

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 agrees to the following:

- a. Contractor shall provide public liability and property damage insurance in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.
- b. Contractor shall purchase and maintain in full force and effect workers' compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.
- c. Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence.
- d. Contractor shall provide Fidelity Bond Insurance in the amount of \$100,000.
- e. All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Authority and the City as additional insureds and shall contain cross-liability endorsements.
- f. The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance

Attachment 1

carried in compliance with this Section. This Certificate shall contain a provision that at least thirty (30) days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

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 Contract, 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 Workforce 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, age, religion, ancestry, gender, disability or national origin. 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.
- d. If any under-representation 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, 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, Contractor may, at the election of the Commission, be barred 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 Contract. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

Attachment 1

210. Subcontracting

- a. No services covered by this Contract 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.

211. Assignability

- a. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) 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 Contract 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 Scope of Services of the Contract 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 Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City, 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, that the total cost for work performed by non-employees of the agency exceeds Five Thousand and No/100 Dollars (\$5,000.00). 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

Attachment 1

This Contract may be terminated by the Commission upon thirty (30) days written notice to 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 Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, 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

Contract 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 Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract 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 Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract 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 Contract and its performance and all suits and special proceedings under this Contract 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 Contract, 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 Contract or to any benefit to arise therefore, but this provision shall not be construed to extend to this contract 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 (1) year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

Attachment 1

221. Drug-free Workplace

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

1. 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.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - a. *The dangers of drug abuse in the workplace.*
 - b. *Contractor's policy of maintaining a drug-free workplace.*
 - c. *Any available drug counseling, rehabilitation and employee assistance programs.*
 - d. *The penalties that may be imposed upon employees for drug abuse violations.*
3. Post the statement required by subdivision 1 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

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

223. Labor Provisions

It is the responsibility of Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

It is the Commission's intent on this project to periodically ask the employer to provide evidence that their employees have the ability to work in the United States.

In this regard the Commission may ask for a written list of all employees working on any particular project.

The Commission may thereafter ask for evidence, on a random basis, that a cross section of the listed employees are legally permitted to work in the United States, by the submission of written evidence to document this legal work status, including the production of I-9 Forms and/or other credible evidence.

In addition, if irregularities are found, the Commission may interview the affected employees directly, and/or expand its investigation. If irregularities are not resolved the scope of the investigation may be expanded. To the extent that the Commission is not able to resolve the issue(s), other affected state and federal agencies may be involved, including but not limited to the Department of Labor, the Immigration Service, and so forth.

Attachment 1

224. Extension of Contract Term

- a. Provided, that the contractor is not in default under the terms of this Contract, the Chief Executive Officer of the Commission, may extend the terms of the Contract for a period, not to exceed ninety (90) days, on the same payment schedule, and 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 Contract shall be at the Commission's discretion only, and may not be excised 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 Contract 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 Contract. During the extension of the Contract, 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 Contract and not later than eighty-three (83) days after the original termination date of the Contract. 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 Contract.
- e. The Commission and the Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorated 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 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, identification of appropriate funding source and authorization of payment of funds for the continuation of services identified in the Scope of Services.

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

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- a. Upon execution of contract;
- b. Annually on or before April 1 of each year;
- c. Within thirty (30) days after completion of the contract.

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

Attachment 1

226. Conflict between Contract and Attachments

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

- a. To the extent that the Contract and any Attachments or Schedules conflict, the terms and conditions of the Contract shall prevail; and,
- b. To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

- a. The work to be performed under this contract 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 contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- c. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. 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. 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. Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract 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 Contract for default, and debarment or suspension from future HUD assisted contracts.

Attachment 1

- g. With respect to work performed in connection with Section 3 covering 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 contract. 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 contract 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).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 requires that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling Three Hundred Thousand and No/100 Dollars (\$300,000.00) or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

229. 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 Contract, that:

1. No Federally 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;
2. If any funds other than Federally 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;
3. 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 Contract; and

Attachment 1

4. Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

Indicate Approval by Initials Below:

Commission _____

ABM Security Services _____

General Counsel _____

CONTRACT ATTACHMENT NO. 1 SPECIFICATIONS/SCOPE OF SERVICES

SMART CORNER PROTECTIVE SERVICES

General Information:

The Smart Corner is comprised of two separate and distinct buildings. The primary building is a five story triangular office building bound by Broadway and 11th Street. The third side of the building is bound by the trolley tracks. The second building consists of a fifteen story triangular residential condominium tower. Underlying both buildings is a four story underground parking structure. Levels P1 and P2 are for use by the office building and levels P3 and P4 are to be used by the residents of the condominium tower.

The largest tenant of the office building is the San Diego Housing Commission (SDHC) who is also the building owner. The SDHC currently occupies the third, fourth and fifth floors. The second floor is to be leased out as commercial office space and the first floor is leased out as multi-tenant retail space. The Security Services that are the subject of this RFP will be provided to the office building and parking garage owned by SDHC located at 1122 Broadway, San Diego, CA 92101.

Protective Services Specifications:

The Contractor to which these services will be awarded must be able to substantiate that they:

- 1) have proven experience in the delivery of security services in governmental buildings similar to The Smart Corner;
- 2) have proven experience in the delivery of security services in mid to high rise, Class "A" office buildings with parking garages.

The Contractor must provide documentation that the company is licensed through the Department of Consumer Affairs Bureau of Security and Investigative Services. All security personnel provided by the Contractor must demonstrate they have completed all required training mandated by the Department of Consumer Affairs Bureau of Security and Investigative Service and that their security officer staff have undergone a criminal history background check.

Hours of Service: The Contractor will be expected to provide security services twenty-four hours per day, seven days per week. The hours typically will be divided into the following full-time shifts (shift times are for illustration only):

Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	HR	Post
Supervisor		7:00 am 3:00 pm	7:00 am 3:00 pm	7:00 am 3:00 pm	7:00 am 3:00 pm	7:00 am 3:00 pm		40	sup
Security Officer #1	7:00 am 3:00 pm			8:00am 5:00pm	8:00am 5:00pm	8:00am 5:00pm	7:00am 3:00pm	40	s/o
Security Officer #2	3:00pm 11:00pm	3:00pm 11:00pm	3:00pm 11:00pm			3:00pm 11:00pm	3:00pm 11:00pm	40	s/o
Security Officer #3	11:00pm 7:00am	11:00pm 7:00am	11:00pm 7:00am	11:00pm 7:00am			11:00pm 7:00am	40	s/o
Security Officer #4		7:00am 3:00pm	7:00am 3:00pm	3:00pm 11:00pm	3:00pm 11:00pm			32	s/o
Security Officer #5					11:00pm 7:00am	11:00pm 7:00am		16	s/o
Totals	24	32	32	32	32	32	24	208	

Attachment 1

Security personnel will be unarmed and 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. Security Officers assigned to this building must, in addition to being fully experienced and capable of providing protective services, possess effective customer relations, appropriate interpersonal skills in working with a culturally diverse population; and written and verbal communication skills. Knowledge of basic public reception services and business conduct principles for this assignment is required.

The Contractor will provide security personnel in official attire (ambassador type) of the employed security company. Attire will consist of slacks (gray), white shirt, dark tie and dark blue blazer with the identification of the employed security company and individual officer on the blazer pocket.

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 the Deggy Security Guard Tour System. The Contractor must comply with immigration requirements related to right to work in the United States and will provide adequate supervision of security guard staff.

Duties are to include a posted position as determined by building manager/owner, controlling access to the facility during business hours (8:00 a.m. to 5:00 p.m.). Security personnel may generally perform the following duties:

Prior to assuming a shift, security personnel may generally accomplish the following:

1. Security supervisor shall check-in with the on-site manager at the beginning of the morning shift.
2. Note status of fire control systems
3. Note status of elevators
4. Inventory keys and equipment
5. Inventory access cards
6. Review shift to shift pass down log
7. Review any memos passed down from the tenant
8. Review outgoing shift's reports
9. Obtain a brief by the departing shift

During a shift, security personnel may generally accomplish the following:

1. Answer all calls for access to secured areas
2. Assist in ensuring visitor check-in; and in identification of visitors as requested by staff and as observed; question non-clients and escort trespassers from the premises
3. Issue temporary elevator access badges to SDHC clients
4. Responds to the emergencies in the Lobby area
5. Provide security stand-by to staff; intercede to quell disturbances as observed or as requested by staff by use of appropriate security containment techniques.
6. Answer incoming phone calls
7. Monitor security cameras
8. Assist the general public
9. Ensure that individuals entering and leaving the building during regular business hours sign in and out
10. Handle all calls for client assistance
11. Submit clear and complete verbal and written reports. Supervisor shall review reports daily for accuracy and completeness. Supervisor shall be available to answer questions regarding information in the report and respond to inquiries within 24-hours.
12. Investigate all complaints by San Diego Housing Commission's staff and responded in writing within 72-hours.
13. Remain highly visible in all client access areas (including garage area)
14. Respond to all reported safety and security violations

Attachment 1

15. Perform all prescribed random patrols as needed
16. Remain accessible, by Contractor-provided cell phone and/or SDHC two-way radio, at all times during shift
17. Submit clear and complete verbal and written incident reports and maintain proper logs.
18. Provide additional security staff for hearings or other potential at risk meetings, or events at locations specified by the Housing Commission.
19. Comply with all Federal, State and local laws, statutes and regulations relative to the provision of security services, including San Diego Housing Commission's rules and regulations

(These duties are not all inclusive and may be expanded or decreased depending on the needs of the SDHC)

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 SDHC. Security personnel will be equipped with radios and/or cell phones to enhance communication with each other as well as building management. It is expected that security personnel are trained and certified in the use of CPR and first aid as well as the operation of Automated External Defibrillation (AED). Contractor shall provide on-going security service training at least semi-annually. Topics for training shall cover, but shall not be limited to: mediating disputes without contact, report writing, customer service and other topics which enable security personnel to better perform their duties.

The Contractor must provide those individuals they would recommend for this assignment to SDHC. SDHC will have the sole right to interview these individuals to determine their suitability for this location. The San Diego Housing Commission has the option to require removal and replacement of a security officer immediately from a Housing Commission site or facility in its sole discretion. The successful Contractor must demonstrate it has the capacity to replace security officers in a timely manner when required to do so.

The 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 SDHC will provide stable and consistent levels of service.

Indicate Approval by Initials Below:

Commission _____

ABM Security Services _____

General Counsel _____

**CONTRACT ATTACHMENT NO. 1
COMPENSATION SCHEDULE**

NO. OF EMPLOYEES	CLASSIFICATION	HOURS PER WEEK	HOURLY RATE	COST PER MONTH	WAGE	BILL	OT
1.0	Post Commander	40	\$ 16.50	\$ 2,860.00	\$ 9.00	\$ 13.50	\$ 20.25
2.0	Shift Officers	80	\$ 10.00	\$ 3,466.67	\$ 9.25	\$ 13.88	\$ 20.81
2.2	Special Officers	88	\$ 9.50	\$ 3,622.67	\$ 9.50	\$ 14.25	\$ 21.38
5.20		208.00		\$ 9,949.33	\$ 9.75	\$ 14.63	\$ 21.94
	BASE LABOR COST	AVG.	\$ 11.04		\$ 10.00	\$ 15.00	\$ 22.50
	VACATION-ONE WEEK/YEAR	1.92%		\$ 69.56	\$ 10.25	\$ 15.38	\$ 23.06
	HOLIDAYS (7 MAJOR)	2.75%		\$ 273.61	\$ 10.50	\$ 15.75	\$ 23.63
	TRAINING (16 Hours initial 2 hours continual)	2.00%		\$ 198.99	\$ 10.75	\$ 16.13	\$ 24.19
					\$ 11.00	\$ 16.50	\$ 24.75
	TOTAL LABOR COST:			\$ 10,491.40	\$ 11.25	\$ 16.88	\$ 25.31
					\$ 11.50	\$ 17.25	\$ 25.88
	PAYROLL COSTS AS PERCENTAGE OF TOTAL LABOR COST				\$ 11.75	\$ 17.63	\$ 26.44
	FICA:	7.65%		\$ 802.60	\$ 12.00	\$ 18.00	\$ 27.00
	SUI:	3.10%		\$ 325.24	\$ 12.25	\$ 18.38	\$ 27.56
	FUI:	0.80%		\$ 83.93	\$ 12.50	\$ 18.75	\$ 28.13
	WORKERS COMP:	8.00%		\$ 839.32	\$ 12.75	\$ 19.13	\$ 28.69
	GENERAL INS:	0.90%		\$ 94.42	\$ 13.00	\$ 19.50	\$ 29.25
	MEDICAL:			\$ -	\$ 13.25	\$ 19.88	\$ 29.81
	RECRUITMENT/SELECTION	3.33%		\$ 331.31	\$ 13.50	\$ 20.25	\$ 30.38
					\$ 13.75	\$ 20.63	\$ 30.94
	TOTAL PAYROLL COST:			\$ 2,476.82	\$ 14.00	\$ 21.00	\$ 31.50
					\$ 14.25	\$ 21.38	\$ 32.06
	TOTAL LABOR AND TOTAL PAYROLL COST:			\$ 12,968.30	\$ 14.50	\$ 21.75	\$ 32.63
					\$ 14.75	\$ 22.13	\$ 33.18
	RADIO / CELL PHONE	As incurred			\$ 16.50	\$ 23.77	\$ 35.66
	RECOGNITION PROGRAM	No cost		\$ -			
	DEGGY SYSTEM	See Below					
	EQUIPMENT/SUPPLIES	\$ 0.06 PER HOUR		\$ 54.08			
	UNIFORMS & CLEANING	\$ 0.54 PER HOUR		\$ 486.72			
	TOTAL OTHER COST			\$ 540.80			
	TOTAL COST			\$ 13,509.10			
	MARK UP	9.0%		\$ 1,215.82			
	AVG. MONTHLY COST:			\$ 14,724.92			
	AVERAGE HOURLY RATE:			\$ 16.34			
	TOTAL AVG. MONTHLY COST:			\$ 14,834.92			
	CPR & FIRST AID						
	All employee assigned to Smart Corner will be certified in first aid and CPR after completion of 90 days at the site.						
	DEGGY GUARD TOUR SYSTEM						
	Tour wand, software and buttons billed at \$70.00 per month.						
	RADIO / CELL PHONE						
	Billed at \$40.00 per month.						
	Total average monthly cost does not include any additional or special coverage.						

Indicate Approval by Initials Below:

Commission _____

ABM Security Services _____

General Counsel _____

Attachment 1



- 1122 Broadway, Suite 300
- San Diego, California 92101
- Fax 619.578.7385
- www.sdhc.net

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION

The City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, which provide Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

ABM Security Services

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce; and if requested, an acceptable Equal Employment Opportunity Plan which addresses the affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Alan Marshall

Name of Authorized Official

Alan Marshall

Signature of Authorized Official

September 22, 2008

Date

Attachment 2



CONSENSUS FORM

Evaluation Review

Project: Smart Corner Protective Services

Contractor's Name	Steve Snyder	Anthony Griffin	Maurcell Gresham	Total Score
ABM Security Services	100	100	100	300
Universal Protection Services	98	98	98	294
Heritage	81	81	81	243
Rodgers Police Patrol, Inc.	76	76	76	228

Panel determination of most responsive proposal

ABM Security Services

Panel Chair

Steve Snyder

Name of Firm: ABM Security Services

Payroll Ending Date _____

WORK FORCE REPORT OF SAN DIEGO COUNTY

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) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Caucasian
- (6) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Executive, Administrative, Managerial									1		1
Professional Specialty												
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical		1	1									
Services	46	7	54	11	14	5			39	14		
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*												
TOTALS EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES	46	8	55	11	14	5			40	14	1	

NON PROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												