



## EXECUTIVE SUMMARY

MEETING DATE: January 19, 2024

HCR24-009

SUBJECT: Award of Contract to Good Guard Security, Inc. for Security Services at Kearny Vista Apartments

COUNCIL DISTRICT: 6

ORIGINATING DEPARTMENT: Real Estate

CONTACT/PHONE NUMBER: Emmanuel Arellano (619) 578-7586

### REQUESTED ACTION:

Approve an agreement with Good Guard Security, Inc. for security services at the Kearny Vista Apartments, 5400 Kearny Mesa Road, San Diego, CA 92111, which the San Diego Housing Commission owns. The contract cost for the initial one-year term is \$464,518.08 plus a 20% contingency of \$92,903.62 for a total cost of \$557,421.70. The total cost for a one-year term with four one-year options to renew is \$3,019,175.69, which includes a 20% contingency each year and a 4% annual increase.

### EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (Housing Commission) has a continuing need for security services at Kearny Vista Apartments, which consists of 142 permanent affordable rental housing units with supportive services for people who experienced homelessness and two managers' units. These services include basic security duties that add to the physical safety of the residents, property, vendors, and site staff.
- The Housing Commission issued a Request for Proposals (RFP) on October 13, 2023, for Security Services at 5400 Kearny Mesa Road, seeking well-qualified contractors to provide and meet the security service needs at the property.
- The RFP closed on October 27, 2023. The Housing Commission received 15 proposals.
- The evaluation committee reviewed, scored and ranked the responses based on the following criteria: qualifications and experience, cost, technical experience/capabilities, and equity and inclusion. Good Guard Security was deemed the highest ranked and responsive bidder.
- Security services are necessary as well as being recommended and requested by the County of San Diego, the Community Resource Officer with the San Diego Police Department, the on-site service provider (Telecare), and the third-party property management company.
- This security agreement is a combination of a negotiated-terms contract with a fixed annual cost for scheduled services and an on-call, as-needed agreement for security services at Kearny Vista Apartments.
- The maximum annual contract capacity does not constitute a guaranteed award amount or expenditure obligation by the Housing Commission to the respective contractor. Neither does the specified maximum contract amount constitute a budgetary encumbrance or obligation by the Housing Commission. Approving this contract will not affect the Housing Authority-approved Fiscal Year 2024 budget or the anticipated, proposed Fiscal Year 2025 budget.



# REPORT

**DATE ISSUED:** January 11, 2024

**REPORT NO:** HCR24-009

**ATTENTION:** Chair and Members of the San Diego Housing Commission  
For the Agenda of January 19, 2024

**SUBJECT:** Award of Contract to Good Guard Security, Inc. for Security Services at Kearny Vista Apartments

**COUNCIL DISTRICT:** 6

*Advance notice of San Diego Housing Commission (Housing Commission) hearing of the following matter has been provided to the Housing Authority Members pursuant to the provisions of San Diego Municipal Code Section 98.0301(e)(4)(A)-(B).*

**REQUESTED ACTION**

Approve an agreement with Good Guard Security, Inc. for security services at the Kearny Vista Apartments, 5400 Kearny Mesa Road, San Diego, CA 92111, which the San Diego Housing Commission owns. The contract cost for the initial one-year term is \$464,518.08 plus a 20% contingency of \$92,903.62 for a total cost of \$557,421.70. The total cost for a one-year term with four one-year options to renew is \$3,019,175.69, which includes a 20% contingency each year and a 4% annual increase.

Contract Term	Funding Amount	Contingency	Total
Year 1 (February 1, 2024 – January 31, 2025)	\$464,518.08	\$92,903.62	\$557,421.70
1 <sup>st</sup> Option (February 1, 2025 – January 31, 2026)	\$483,098.80	\$96,619.76	\$579,718.56
2 <sup>nd</sup> Option (February 1, 2026 – January 31, 2027)	\$502,422.75	\$100,484.55	\$602,907.30
3 <sup>rd</sup> Option (February 1, 2027 – January 31, 2028)	\$522,519.66	\$104,503.93	\$627,023.59
4 <sup>th</sup> Option (February 1, 2028 – January 31, 2029)	\$543,420.45	\$108,684.09	\$652,104.54
Total Contract Cost	\$2,515,979.74		\$3,019,175.69

**STAFF RECOMMENDATION**

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

- 1) Authorize the Housing Commission to enter into an agreement with Good Guard Security, Inc. for security services at Kearny Vista Apartments at 5400 Kearny Mesa Road, San Diego, CA 92111, which the Housing Commission owns, for a one-year term from February 1, 2024,

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through January 31, 2025, with four one-year options to renew and with a contingency amount equal to 20% of the contract amount per year. The total not-to-exceed contract amount in the first year will be \$557,421.70 (\$464,518.08 plus the 20% contingency of \$92,903.62). A 4% increase in the contract amount would apply for each renewal option year the Housing Commission chooses to exercise, as shown below:

<b>Contract Term</b>	<b>Funding Amount</b>	<b>Contingency</b>	<b>Total</b>
Year 1 (February 1, 2024 – January 31, 2025)	\$464,518.08	\$92,903.62	\$557,421.70
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Total Contract Cost	\$2,515,979.74		\$3,019,175.69

- 2) Authorize the Housing Commission’s President and Chief Executive Officer (President & CEO), or designee, to substitute the funding sources with other available funding sources provided that the total program/project budget amount after substitution does not exceed the approved total 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 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 has a continuing need for security services at Kearny Vista Apartments, which consists of 142 permanent affordable rental housing units with supportive services for people who experienced homelessness and two managers’ units. These services include basic security duties that add to the physical safety of the residents, property, vendors, and site staff. To effectively and efficiently meet this need, the Housing Commission issued a Request for Proposals (RFP) on October 13, 2023, for Security Services at 5400 Kearny Mesa Road, seeking well-qualified contractors to provide and meet the security service needs at the property. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission’s portal, notifying 104 registered security companies. Forty-five plan holders downloaded the RFP.

The RFP closed on October 27, 2023. The Housing Commission received 15 proposals. Proposals were submitted by ADF Security Services, American Global Security, American Guard Services, Citiguard, Eagles Point Security, Good Guard Security, Green Knight Security, Kingdom Security, Power Security, Public Protective Services, Rancho Santa Fe Protective Services, RBW Security, Securitas Security Services, Security First, and Select Security Services. A responsiveness review was conducted on all

proposals received. An evaluation committee then evaluated, scored and ranked the bids that passed the responsiveness review. Below are the final evaluation results of the RFP:

Company Name	Ranking
Good Guard Security	1
Green Knight Security	2
Eagles Point Security	3
Power Security	4
American Guard Services	5
ADF Security Services	6 (tie)
American Global Security	6 (tie)
Kingdom Security	7
Rancho Santa Fe Protective Services	8
Citiguard	9
Public Protective Services	10
Securitas Security Services	11
Security First	12
RBW Security	13
Select Security Services	14

The evaluation committee reviewed, scored and ranked the responses based on the following criteria: qualifications and experience, cost, technical experience/capabilities, and equity and inclusion. Good Guard Security was deemed the highest ranked and responsive bidder. Housing Commission staff, after careful consideration, recommended the award of the contract for security services at 5400 Kearny Mesa Road to Good Guard Security.

Security services are necessary as well as being recommended and requested by the County of San Diego, the Community Resource Officer with the San Diego Police Department, the on-site service provider (Telecare), and the third-party property management company. The security services provided by this agreement are vital for the operations and safety of Kearny Vista’s residents, property, vendors, and staff.

**FISCAL CONSIDERATIONS**

This security agreement is a combination of a negotiated-terms contract with a fixed annual cost for scheduled services and an on-call, as-needed agreement for security services at Kearny Vista Apartments. The maximum annual contract capacity does not constitute a guaranteed award amount or expenditure obligation by the Housing Commission to the respective contractor. Neither does the specified maximum contract amount constitute a budgetary encumbrance or obligation by the Housing Commission. Approving this contract will not affect the Housing Authority-approved Fiscal Year 2024 budget or the anticipated, proposed Fiscal Year 2025 budget, wherein security services have been budgeted at approximately \$525,657.60, and approximately \$235,395.28 has been spent to date in Fiscal Year 2024. Budgetary encumbrances for future fiscal years will occur in accordance with the Housing Commission’s budgetary process.

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The Good Guard Security contract and respective amendments cross fiscal years. The budget for security services in Fiscal Year 2024 is \$525,657.60. The proposed Fiscal Year 2025 budget is anticipated to be approximately \$550,000. Security Protective Services expenses for Fiscal Year 2025 will be proposed for consideration through the annual budget process.

**EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE**

Good Guard Security Inc. submitted a workforce report that demonstrates their diverse workforce. Housing Commission staff has asked Good Guard Security Inc. to provide a Diversity, Equity and Inclusion Policy Statement that demonstrates their commitment to equity assurance.

**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 2022-2024.

**ENVIRONMENTAL REVIEW**

This activity is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities), which allows the operation, repair, maintenance permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Processing under the National Environmental Policy Act is not required as no federal funds are involved in this action.

Respectfully submitted,

*Emmanuel Arellano*

Emmanuel Arellano  
Vice President of Asset Management  
Real Estate Division

Approved by,

*Jeff Davis*

Jeff Davis  
Deputy Chief Executive Officer  
San Diego Housing Commission

Attachments: 1) PM-24-18 Agreement for Security Services with Good Guard Security

Hard copies are available for review during business hours at the information desk in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101. Docket materials are also available in the “Governance & Legislative Affairs” section of the San Diego Housing Commission website at [www.sdhc.org](http://www.sdhc.org).

**SAN DIEGO HOUSING COMMISSION**

**AGREEMENT FOR SECURITY SERVICES AT KEARNY VISTA**

**WITH**

**GOOD GUARD SECURITY, INC.**

**(More than \$250,000 and Other than Construction or Development)**

Contract No. PM-24-18

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_,

between the Commission:

SAN DIEGO HOUSING COMMISSION  
1122 Broadway, Suite 300  
San Diego, California 92101  
Tel.: 619-231-9400

and the Contractor:

GOOD GUARD SECURITY, INC.  
21622 Plummer Street  
Chatsworth, California 91311  
Tel.: 800-651-0491 x1000

is made in accordance with the following terms and conditions:

101. **Definitions.** When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the “Schedule of Definitions,” attached hereto as Attachment A and incorporated herein in full by this reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. **Description of Work.** Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Specifications/Scope of Work.

103. **Term of Agreement.** The term of this Agreement shall be February 1, 2024 through January 31, 2025 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

(a) **Extensions.** Provided that Contractor is not in default under the terms of this Agreement, the Commission may extend the term for one or more periods (each such period, an “Extension Period”) totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) Options. The Commission may also extend the term for four (4) additional one (1)-year periods (each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term.

(c) Extensions and Options. Nothing contained in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission’s sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. **Compensation**. The Commission shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms, which are attached hereto as Attachment D.

(a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Four Hundred Sixty-Four Thousand Five Hundred Eighteen and 08/100 Dollars (\$464,518.08) (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless Attachment D provides for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) Method of Payment. Except as may otherwise be provided by the Compensation Terms, the Commission will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Specifications/Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) contain such other information or certifications as the Commission may specify in writing from time to time. The Commission, in its sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. **Necessary Approvals**.

(a) In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Contract to an amount that exceeds, Two Hundred Fifty Thousand and

No/100 Dollars (\$250,000.00), this Contract must be approved by the Board of Commissioners of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

(b) In the event that the initial amount of this Contract exceeds, or a change order increases the total amount of this Contract to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Contract must be approved by the Housing Authority in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

106. **Contract Documents**. In addition to this instrument, this Contract includes the Schedule of Definitions, the General Conditions, the Specifications/Scope of Work, the Compensation Terms, the Prevailing Wage Attachment, and the COVID-19 Protocols and Acknowledgement, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 21 of the General Conditions.

107. **Counterparts; Electronic Execution**. This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any “electronic signature” in accordance with California Civil Code section 1633.2.

[Signature Page Follows]



Signature Page to Agreement for Security Services at Kearny Vista with Good Guard Security, Inc. (Contract No. PM-24-18):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

**Contractor:**

Good Guard Security, Inc.

By: \_\_\_\_\_

Name: Shawn Helmandi

Title: President

Date: \_\_\_\_\_

**Commission:**

San Diego Housing Commission

By: \_\_\_\_\_

Name: Suket Dayal

Title: Executive Vice President, Business Administration & Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Emily Jacobs

Title: Executive Vice President, Real Estate

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Emmanuel Arellano

Title: Vice President, Asset Management

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Debra Fischle-Faulk

Title: Senior Vice President, Compliance & Equity Assurance

Date: \_\_\_\_\_

**Approved as to Form:**

Christensen & Spath LLP

By: \_\_\_\_\_

Name: Charles B. Christensen

Title: General Counsel, San Diego Housing Commission

Date: \_\_\_\_\_

**Attachment A**  
**Schedule of Definitions**

1. “Agreement” or “Contract” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
3. “Authority” means the Housing Authority of the City of San Diego.
4. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
5. “City” means the City of San Diego.
6. “Claims” means 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 (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
7. “Commission” means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the authorized officers, employees, and agents of the Commission.
8. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
9. “Conflict” means circumstances, known to the Contractor, that would conflict with Contractor’s performance of the terms of this Agreement or place the Commission and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission, the Authority, or the City may be jeopardized.
10. “Contract Number” means the number specified next to the phrase “Contract No.” at the top of this Agreement.
11. “Contractor” means the Party other than the Commission identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers, partners, limited partners, employees, agents, and subcontractors.
12. “COVID-19 Protocols and Acknowledge” means the terms and conditions specified in Attachment F to the Agreement.

13. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).
14. “General Conditions” means the terms and conditions contained in Attachment B to the Agreement.
15. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.
16. “Indemnitee” means the Commission, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.
17. “Inspecting Agency” means the Commission and any of its duly authorized representatives.
18. “Initial Term” shall have the meaning ascribed thereto by Section 103.
19. “Maximum Compensation” shall have the meaning ascribed thereto by Section 104.
20. “Option Period” shall have the meaning ascribed thereto by Section 103(b).
21. “Parties” means the Commission and Contractor, collectively, and “Party” means either of the Parties, individually.
22. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.
23. “Specifications/Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

## **Attachment B General Conditions**

1. **Status of Contractor.** Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission, the Housing Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission's direction concern the expected results of performance under this Agreement.

(b) Contractor shall have no authority to bind the Commission in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission, whether by contract or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission.

2. **Designated Representative.** Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days written notice to the Commission.

3. **Ownership of Materials and Documents.** Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

4. **Non-disclosure.** The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any non-party, except as previously authorized by the Commission in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as previously authorized by the Commission in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission in form and substance reasonably satisfactory to the Commission.

(a) **Exception.** Nothing in this Section shall apply to the disclosure of any information that:

(i) Was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by the Commission;

(ii) Subsequently becomes publicly known through no act or omission of Contractor;

(iii) becomes known to Contractor from a third party other than the Commission, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with the Commission if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;

(iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 6250 et seq.; or

(v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives notice of such requirement to the Commission prior to such disclosure, if permitted by law; such shall be reasonably calculated to allow the Commission to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.

5. **Contractor's Indemnification Liability.** Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contractor pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.

6. **Insurance Requirements.** Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required pursuant to this Section and comply with the other requirements of this Section.

(a) **Requirements for All Policies.** All commercial general liability, commercial automobile liability, and errors and omissions insurance policies required pursuant to this Section shall comply with the following:

(i) Each policy shall contain an endorsement stating that the policy may not be cancelled or materially altered or amended except upon written notice to the Commission via certified mail, deposited at least thirty (30) days prior to the effective date thereof.

(ii) Each policy shall contain an endorsement adding the Commission, the Authority, and the City, and their respective elected and appointed officials, officers, agents, employees, and representatives as additional insureds.

(iii) Each policy shall contain an endorsement stating it is primary and non-contributory to any insurance that may be carried by the Commission, the Authority, or the City.

(iv) Each policy shall contain an endorsement waiving subrogation against the Commission, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor's insurers that arise out of or in relation with Contractor's performance under

this Agreement.

(v) No policy may contain an endorsement or other language limiting liability in scenarios in which an insured has a dispute with another insured or limiting contractual liability.

(b) Commercial General Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial general liability insurance, written on an ISO occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of at least \$2,000,000. In addition to the endorsements required by Subsection (a), the policy shall contain an endorsement excluding all costs of defense from the policy limits.

(c) Commercial Automobile Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial automobile liability insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used in the performance of Contractor's duties and obligations pursuant to this Contract, written on an ISO form CA 00 01 12 90 or later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage, with a combined single limit of at least \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").

(d) Errors and Omissions Insurance. At all times during the term of this Agreement, Contractor shall maintain errors and omissions liability insurance in the amount of at least \$1,000,000 per occurrence.

(e) Workers' Compensation Insurance. At all times during the term of this Agreement, Contractor shall maintain workers' compensation insurance for Contractor's employees who perform Contractor's duties and obligations under this Agreement, to the extent and in the minimum amount required by the California law, with a minimum of \$1,000,000 of employer's liability coverage.

(f) Additional Requirements. In addition to the foregoing requirements, Contractor shall comply with the following requirements:

(i) Carriers. All carriers shall have a rating of "A-" or better as determined by A.M. Best Company, Inc.'s Financial Strength Ratings, shall be licensed to do business in the State of California, and shall be subject to the approval of the Commission. The Commission will accept non-admitted "surplus lines" carriers only if licensed to do business in the State of California and listed on the current "List of Approved Surplus Lines Insurers" maintained by the California Department of Insurance.

(ii) Certificate Holders. The Commission, the Authority, and the City shall be named as certificate holders on all insurance policies.

(iii) Timing. All insurance required by this Section must be bound and evidenced by certificates of insurance delivered to the Commission prior to the commencement of the Initial Term and shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission may reasonably specify.

(iv) Deductibles. All deductibles and retentions shall be Contractor's sole responsibility.

(v) No Limitation on Liability. Contractor's liability shall not be limited in any way as a result of the insurance policies required by this Section.

(vi) No Increased Exposure. Contractor shall not modify any policy or endorsement required by this Section if doing so would increase the Commission's exposure to loss during the term of this Agreement.

(vii) Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

(viii) Expiration. Prior to the expiration of an insurance policy required by this Section, Contractor shall provide the Commission with certificates evidencing that new or extended policies have been obtained that continue to meet the requirements of this Section. Contractor shall provide all endorsements for any new or extended policy within fifteen (15) days of the expiration date of such policy's predecessor.

(g) Commission Review of Policies. Upon the Commission's request, Contractor shall promptly submit to the Commission a copy of any policy required by this Section. If the Commission determines that any such policy is insufficient in light of the risk posed by Contractor's performance under the Agreement and in consideration of any change in relevant circumstances, the Commission may unilaterally amend this Agreement to add new coverages, increase coverage limits, reduce deductibles and retentions, or add or remove endorsements, as determined in the Commission's reasonable discretion, and Contractor shall comply with any the Agreement as amended.

7. **Insurance Proceeds**. If Contractor receives insurance proceeds when property owned or provided by the Commission, or procured using funds provided pursuant to this Agreement, has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing such property.

8. **Casualty, Fire, Natural Disaster, and Misused Property**. When property owned or provided by the Commission, or property procured using funds provided pursuant to this Agreement, is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of such property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. If any damage to such property results from Contractor's acts or omissions, Contractor agrees to restore the such property to its

original condition.

9. **Correction of Work**. Performance of the terms of this Contract shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, provided such work is due to the acts or omissions of Contractor and has not been accepted in writing by an authorized representative of the Commission.

10. **Compliance with Laws and Policies**. Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission to terminate this Agreement immediately upon written notice to Contractor.

11. **California Equal Opportunity Requirements**. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor and its subcontractors shall not deny this Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.

(d) Contractor and its subcontractors shall give written notice of their obligations under this Section 11 to labor organizations with which they have a collective bargaining or other agreement.

(e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.



12. **Records.** Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

(a) **Accounting Records.** In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.

(b) **Inspection and Photocopying.** At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.

(c) **Copies of Records.** Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the such Inspecting Party for the purposes described above in Subsection (b).

(d) **Storage.** Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at the Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) **Flow Down.** Contractor shall include the terms of this Section, including the terms of this Subsection, in each of its subcontracts and shall cause each of its subcontractors to do the same.

13. **Subcontracting.** No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission, which it may withhold in its sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission.

(a) **Requesting Consent.** In order to obtain consent to subcontract, Contractor shall submit to

the Commission a list of all potential subcontractors and a description of work to be performed by each subcontractor. Once this list has been approved, no changes to the list will be allowed except upon written approval of the Commission.

(b) Contractor's Liability. Contractor shall be fully liable for the acts and omissions of its subcontractors, and their employees, agents, and contractors, as though such acts and omissions were those of Contractor itself.

14. Assignment. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission.

15. Preference for Domestic Materials. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.

16. Preparation of Written Reports or Documents. Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

17. Termination. The Commission may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission determines such termination is in the Commission's interest. If this Agreement is terminated, the Commission shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.

18. Patents and Copyrights. The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.

19. Drug-free Workplace. Contractor certifies to the Commission that it will provide a drug-free workplace and will:

(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 federal Controlled Substance Act is prohibited in Contractor's workplace; such statement shall specify the actions that will be taken against employees for violation of such 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) 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 Subsection (a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

20. **Plan of Operations.** Contractor shall submit to the Commission a complete plan of operations. Contractor shall promptly notify the Commission of any changes to the plan of operations.

21. **Labor Law.** Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

If checked, additional state prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.

If checked, additional federal prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.

22. **Entire Agreement.** This Agreement represents the sole and entire Agreement between the Commission and Contractor and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as 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 each Party.

23. **Waiver.** No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall

affect or alter this Agreement.

24. **Successors in Interest.** The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

25. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.

26. **Signing Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.

27. **Conflict Between Agreement and Attachments.** To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission shall apply.

28. **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.

29. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.

30. **Headings.** All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

31. **Attorney's Fees and Costs.** In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

32. **Remedies Upon Default.** The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the Specifications/Scope of Work (which, in the case of goals and

outcomes shall be construed to require good-faith efforts to meet such goals and outcomes), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize the health, safety, or general welfare of Contractor's clients or members of the public, the Commission shall give seven (7) days written notice to Contractor, detailing the nature of such breach and requiring Contractor to cure such breach within such seven-day period. In the event that such a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Contract, the right to cause another contractor or the Commission to take over the duties under the terms of the Contract, the right to sue for damages, specific performance or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of Contractor's clients members of the public is jeopardized, the Commission shall have the right to terminate the Agreement immediately upon written notice to Contract. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission shall have the right to recoup any and all funds that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. Contractor shall give seven (7) days written notice to cure any such breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

33. **Notices.** All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (i) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (ii) three (3) business days the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's addresses as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice given as specified in this Section from time to time.

34. **Audit Requirements.** Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Contract. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contact.

35. **Contractor Evaluation Program.** An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at <https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/>, as amended from time to time, and are incorporated herein in full by this reference.

36. **Interests of Current or Former Commissioners, Officers, and Employees.** No

commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement 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 such work, shall, during such person's tenure, or for one (1) 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 upon written notice to Contractor.

37. **Conflicts of Interest; Disclosure of Economic Interests.** Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:

- (a) No later than thirty (30) days after the execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Cassie Li, Paralegal of Compliance and Equity Assurance, at [cassiel@sdhc.org](mailto:cassiel@sdhc.org) within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a "consultant." Additionally, upon the cessation of a consultant's legal relationship with Contractor, Contractor shall notify such consultant of the consultant's responsibility to file a Form 700 with the City's Clerk's Office within thirty (30) days of such termination or expiration.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor.

38. **Procedure for Handling Conflicts of Interest.** Except upon the prior, written consent of the Commission, which it may withhold in its sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements with clients that began prior to the execution of this Contract.

(a) Meet and Confer. Contractor shall promptly notify the Commission in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission, in order to continue to perform services for such client and the Commission without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission may terminate this Agreement immediately upon written notice to Contractor.

(b) When Consent Is Given. If and when the Commission has consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such client that will enable Contractor to comply fully with such terms.

(c) Termination. Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor 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.

## **Attachment C**

### **Specifications/Scope of Work**

#### A. General Information

- I. Contractor shall provide security services to all areas within and outside of 5400 Kearny Mesa Road, San Diego, CA 92111 buildings. Services shall be performed during the following times:

- 1.a. February 1, 2024 through January 31, 2025; 24 hours a day/7days a week

#### II. Staffing Level

Contractor shall provide two (2) security guards at all times throughout the performance of this Agreement. If the Commission requests additional security guards, the Contractor shall provide the additional staffing at the rates set forth in Attachment D. The Parties shall execute an amendment to this Agreement if there is not sufficient contract funds available to pay for the additional staffing request.

#### B. Protective Services Specifications

##### I. Type of Service

- a. The type of service may fluctuate based on the property's needs. The Commission reserves the right to specify and/or modify the type of service.

##### II. Hours of Service.

- a. 24 hour coverage will be required on the following Commission holidays:

1. New Year's Day
    2. Martin Luther King Day
    3. Washington's Birthday (Presidents' Day)
    4. Cesar Chavez Day
    5. Memorial Day
    6. Independence Day (July 4th)
    7. Labor Day
    8. Veterans Day
    9. Thanksgiving Day
    10. Friday following Thanksgiving Day
    11. Christmas Day

##### III. 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. Contractor shall 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.

b. Security personnel will be unarmed and must have the ability to resolve emergency situations including threats, violence, or potential for such activity. In addition to being fully experienced and capable of providing protective services, Security Officers assigned to this building must possess effective customer relation skills, appropriate interpersonal skills in working with a culturally diverse population, and excellent written and verbal communication skills. Knowledge of basic public reception services and business conduct principles for this assignment are required.

c. The Contractor will provide Security Officers in official uniforms inclusive of pants, shirt(s) with patches, optional baseball cap and jacket with the identification of the Contractor and the Security Officer on the shirt and jacket pocket.

d. Security Officers shall be trained and certified in the use of CPR and First Aid. Current certifications shall be provided to the Commission before the Security Officer begins their assignment at the property.

e. The Contractor must provide documentation of the security personnel proposed for service no later than 10 days prior to their placement at the property. The Commission has the unilateral right to require Contractor to remove and replace security personnel immediately from the property. Contractor must replace security personnel within 24 hours when required to do so.

f. If a Security Supervisor or Security Officer does not show up the Contractor shall provide immediate coverage of the shift.

g. Security personnel must be registered with the Bureau of Security and Investigation Services. In addition, Security personnel must possess a California Guard Card, Powers of Arrest and Blood Borne Pathogens Certificate.

h. Contractor shall provide Commission with 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 property.

i. 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, emergency procedures, crowd control, report writing, customer service and relations and other topics which enable security personnel to better perform their duties.

j. Contractor must comply with immigration requirements related to the right to work in the United States.

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

#### IV. Duties

a. The Contractor will perform basic security duties that will add to the physical safety of the residents, property, vendors, and Commission staff.

b. The Contractor shall provide monthly reports regarding incidents in the building and surrounding neighborhoods to the Commission's representatives.

c. The Contractor shall provide daily logs, activity, and incident reports 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. Any modifications will be made in writing via amendment to this Agreement.

e. 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.

f. Prior to assuming each shift, the Security Supervisor/Officers shall:

i. Check-in with the property manager, assistant property manager, or representative from the contracted supportive services provider at the beginning of each shift and report any over-night activity or building issues.

ii. Send to the Commission representative the Daily Activity Report ("DAR") and Site Activity Report ("SAR").

iii. 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 24 hours.

iv. Investigate any complaints by Commission staff and responded in writing to the Commission's designated representative within 72 hours.

v. Obtain a verbal briefing from the departing shift.

g. During a shift, Security Supervisor/Officers shall generally accomplish the following:

i. Respond appropriately to emergencies and calls for assistance.

- ii. Respond immediately to calls on Contractor-provided cell phone and/or Commission-provided two-way radio, at all times during shift.
- iii. Respond to all reported safety and security violations.
- iv. Provide security stand-by to Commission staff as needed or requested by the Commission representative.
- v. Provide intercession to quell disturbances as observed.
- vi. Shall ensure visitors check in and check out.
- vii. Ensure that all trespassers are identified as such and escort them off the property.
- viii. Ensure that the exterior is free of sleeping or loitering against the building.
- ix. Observe, investigate, and report suspicious and/or hazardous conditions to the appropriate law enforcement agency and the Commission, property manager and supportive services provider.
- x. Perform monitoring of building security cameras.
- xi. Perform all prescribed regular and random patrols. Patrols shall cover the entire interior and exterior of the building no less than two (2) times per hour. Patrols shall include a lock check on all doors that are required to be locked. Patrols shall also include a check of the stairwells.
- xii. Coordinate, dispatch and assist law enforcement officers and emergency services personnel.
- xiii. Prepare, clear, and complete verbal and written reports of all accidents, injuries and other incidents, and provide these immediately to the Security Supervisor and property manager and/or supportive services provider. Maintain proper logs of all reports.
- xiv. Comply with all Federal, State and local laws, statutes and regulations relative to the provision of security services, and all Public Health requirements as set forth in Exhibit A in addition to including the Commission's rules and regulations.

**Attachment D  
Compensation Terms**

**SAN DIEGO HOUSING COMMISSION  
SECURITY SERVICES AT KEARNY VISTA- RFP # PM-24-18:**

**COST PROPOSAL PRICING SHEET**

Straight Time Hourly Rates					
	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Shift #1	\$ 26.12	\$ 27.16	\$ 28.24	\$ 29.36	\$ 30.53
Shift #2	\$ 26.12	\$ 27.16	\$ 28.24	\$ 29.36	\$ 30.53
Shift #3	\$ 26.12	\$ 27.16	\$ 28.24	\$ 29.36	\$ 30.53
Over Time Hourly Rates					
	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Shift #1	\$ 39.18	\$ 40.74	\$ 42.36	\$ 44.04	\$ 45.79
Shift #2	\$ 39.18	\$ 40.74	\$ 42.36	\$ 44.04	\$ 45.79
Shift #3	\$ 39.18	\$ 40.74	\$ 42.36	\$ 44.04	\$ 45.79
Holiday Hourly Rates					
	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)	Year Five (5)
Shift #1	\$ 39.18	\$ 40.74	\$ 42.36	\$ 44.04	\$ 45.79
Shift #2	\$ 39.18	\$ 40.74	\$ 42.36	\$ 44.04	\$ 45.79
Shift #3	\$ 39.18	\$ 40.74	\$ 42.36	\$ 44.04	\$ 45.79
<b>All Inclusive Yearly Cost</b>					<b>Total</b>
Year One (1)					\$464,518.08
Year Two (2)					\$483,098.80
Year Three (3)					\$502,422.75
Year Four (4)					\$522,519.66
Year Five (5)					\$543,420.45
Years 1-5 Total (Used to determine points awarded)					\$2,515,979.74

NOTE: ALL COSTS PROPOSED below will be fully burdened rates - inclusive of federal and/or state prevailing wage, taxes, profit, labor, equipment and overhead.

*Contractor shall invoice the Commission on a monthly basis for the work performed in accordance with Section 104 of the Agreement.*

**Attachment E  
Prevailing Wage Attachment  
(Not Applicable)**

**Attachment F**  
**COVID-19 Protocols and Acknowledgment**

**Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic**

The Commission hereby notifies Contractor that it is the Commission’s policy to take all reasonably necessary and legally mandated precautions to safeguard the health, safety, and welfare of all persons that enter onto property owned or operated by the Commission or any of its affiliates (“Commission Properties”).

In pursuit of that policy, Contractor and all of its subcontractors shall take all reasonably necessary and legally mandated precautions to comply with mandatory guidance and regulations promulgated by local, state, and federal public health authorities in the performance of work under this Contract. This includes, but is not limited to, practicing recommended social distancing and wearing approved facial coverings. Contractor and its subcontractors shall require all persons performing work on Commission Properties to wear an approved facial covering at all times while indoors and, when outdoors, any time recommended social distance cannot be maintained. In addition, the Commission strongly recommends Contractor and its subcontractors follow all other public health guidance related to the COVID-19 pandemic that is issued by local, state, and federal public health authorities, including, but not limited to, the California Department of Public Health, the U.S. Centers for Disease Control, the Division of Occupational Safety and Health of the California Department of Industrial Relations, and the federal Occupational Safety and Health Administration.

Nothing in this COVID-19 Protocols and Acknowledgement shall be construed to modify, amend, or otherwise alter the terms and conditions of the Contract, including the terms and conditions regarding indemnity or liability due to performance of work as set forth in the Contractor.

Contractor hereby acknowledges receipt of this COVID-19 Protocols and Acknowledgement, and, by execution below, represents that it understands and will comply herewith.

**Contractor:**

Good Guard Security, Inc.

By: \_\_\_\_\_  
Name: Shawn Helmandi  
Title: President

Date: \_\_\_\_\_