## **SERVICE PROVIDER AGREEMENT**

	This SER	VICE PROV	/IDER AGRI	EEMENT ('	<b>'Agreer</b>	<b>ment</b> ") is ente	red into this _	day
of	20	25 ("Effecti	ve Date"), by	and betwe	en the (	CITY OF ALA	AMEDA, a m	unicipal
corpoi	ation ("the	City"), and	CITIGUARD	, Inc., a Cal	ifornia d	corporation, w	hose address	is 22736
Vanov	en Street,	Suite 300,	West Hills,	California	91307	("Provider")	, in reference	e to the
follow	ing facts ar	nd circumsta	nces:					

## RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Unarmed security patrol services at Alameda Point. City staff issued an RFP on April 18, 2025 and after a submittal period of twenty-four (24) days received nine (9) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on \_\_\_\_\_\_.
- E. The City and Provider desire to enter into an agreement for Unarmed security patrol services at Alameda Point upon the terms and conditions herein.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

## 1. TERM:

The term of this Agreement shall commence on the  $1^{st}$  day of July 2025, and shall terminate on the 30th day of June  $20\frac{30}{30}$ , unless terminated earlier as set forth herein.

## 2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in <a href="Exhibit A">Exhibit A</a> as requested. Provider acknowledges that the work plan included in <a href="Exhibit A">Exhibit A</a> is tentative and does not commit the City to request Provider to perform all tasks included therein.

## 3. <u>COMPENSATION TO PROVIDER:</u>

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.
- b. Compensation for work done under this Agreement, including a ten (10) percent contingency per year, shall not exceed as follows:

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FY 25-26 total compensation shall not exceed $376,810
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FY 26-27 total compensation shall not exceed \$388,114

FY 27-28 total compensation shall not exceed \$399,758

FY 28-29 total compensation shall not exceed \$411,750

FY 29-30 total compensation shall not exceed \$424,103

Total five-year compensation shall not exceed \$2,000,535

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

## 4. <u>TIME IS OF THE ESSENCE</u>:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

## 5. **STANDARD OF CARE**:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

## 6. <u>INDEPENDENT PARTIES</u>:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting

the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

## 7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

## 8. **NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

## 9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and

indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.
- c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

## **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

**Provider Initials** 

## b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

## (1) <u>Workers' Compensation</u>:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

## (2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence

\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

## (3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

## (4) <u>Professional Liability</u>:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim

is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

## c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

## d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

## e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

## f. <u>SUFFICIENCY OF INSURANCE</u>:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

## g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried

by or available to the Provider are exhausted. If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.

## 11. <u>CONFLICT OF INTEREST:</u>

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

## 12. **PROHIBITION AGAINST TRANSFERS**:

- a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.
- b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

## 13. APPROVAL OF SUB-PROVIDERS:

- a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.
- b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.
- c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."
- d. The requirements in this Section 13 shall <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into

its work product.

## 14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

## 15. <u>REPORTS</u>:

- a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.
- c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

## 16. <u>RECORDS</u>:

- a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.
- b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").
- c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.
- d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial

controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

## 17. NOTICES:

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
- d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Base Reuse and Economic Development
950 West Mall Square Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox

Ph: (510) 747-6893 / Email: acox@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Citiguard Inc.

22736 Vanowen St. West Hills, CA 91307

ATTENTION: Howard Fridkin

Ph: (800) 613-5903 / Email: howard@citiguardinc.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Base Reuse and Economic Development
950 West Mall Square Suite 205
Alameda, CA 94501

ATTENTION: Annie Cox

Ph: (510) 747-6893 / Email: <u>acox@alamedaca.gov</u>

## **18. SAFETY:**

- a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.
- b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## 19. TERMINATION:

- a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.
- b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.
- c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

## 20. <u>ATTORNEYS' FEES</u>:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

## 21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

## 22. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

## 23. <u>CONFLICT OF LAW:</u>

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

## **24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

## **25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

## **PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other

requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

# 27. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

- a. For purposes of Sections 27 through 29 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.
- b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certaion bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <a href="https://www.dir.ca.gov/Public-Works/ContractorRegistration.html">https://www.dir.ca.gov/Public-Works/ContractorRegistration.html</a>
- c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <a href="https://www.dir.ca.gov/PublicWorks/Certified-Payroll-Reporting.html">https://www.dir.ca.gov/PublicWorks/Certified-Payroll-Reporting.html</a>
- d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)
- e. In executing this Agreement, Contractor acknowledges and agrees that the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## 28. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

## 29. <u>COUNTERPARTS</u>:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

## 30. **SIGNATORY**:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

## 31. <u>CONTROLLING AGREEMENT</u>:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

CITIGUARD, INC.,	CITY OF ALAMEDA
a California corporation	a municipal corporation
Signed by:	
Sami Nomair	
Sami Nomair	Jennifer Ott
Chief Executive Officer	City Manager
Secretary	
	RECOMMENDED FOR APPROVAL
	Signed by:
	abigail thorne-lyman
	Abigail Thorne-Lyman
	Base Reuse and Economic Development
	Director
	APPROVED AS TO FORM:
	City Attorney
	DocuSigned by:
	Ler Aslanian
	Len Aslanian
	Assistant City Attorney

Exhibit A BRED No. 2025-05

# SCOPE OF WORK FOR CONTRACT SECURITY PATROL SERVICES AT ALAMEDA POINT Alameda, CA

## **Description of Services:**

The Provider shall provide all manpower, material, supplies and equipment and shall plan, schedule, coordinate, and ensure the effective performance of all services described herein. The Provider shall provide security services in accordance with the requirements of this specification.

It is the intent of this specification to request approximately 224 weekly hours of unarmed coverage to provide security patrol services 24 hours a day, 7 days a week. In addition to those hours detailed above, Provider will be required to schedule coverage for vacations, holidays, unscheduled absences or other unplanned occurrences.

## Scope of Work:

The Provider shall provide trained Security Officers at all times to perform the services as prescribed by the Contract and the Post Orders as agreed to with the City of Alameda's Property Manager and as approved by the City of Alameda.

The Provider, as employer, shall hire, pay, supervise and discharge all its employees, contractors and subcontractors (collectively "personnel"), as necessary. Such personnel shall, in every instance, be the employees or independent contractors of the Provider and not of the City.

Security Officers employed by the Provider shall perform the duties outlined in the Post Orders. These orders define the work and methods to be performed. Except for emergencies, no deviations shall be made.

The typical duties to be performed may include, but are not limited to, the following:

Access Control: Enforce the rules for entry as directed.

Roving Patrol: Make security, fire and safety patrols as directed.

## Rules and regulations:

Observe associates, vendors and visitors for compliance to Company rules and regulations. Report all violations of Company Rules and Regulations observed to Security Supervision.

<u>Access</u>: Provide access to buildings and secured areas during business hours upon approval and request.

Assist with Housing and Human Services (HHS) Outreach: Provide connection to HHS for persons encountered during security activities that may be in need of HHS services.

File Police Reports As Necessary: As directed by City

## **Unauthorized Access:**

Discover and report persons attempting to gain unauthorized access to the property as directed.

## Reports and Records:

Prepare and submit daily required reports on accidents, fires, bomb threats, unusual incidents, and unlawful acts or any other reporting established by Property Manager

Emergencies: Respond to emergency situations as required by established procedures.

Safety: Observe and report safety hazards as required by established procedures.

## Award Requirements:

Upon award of this contract, but before taking up the security services responsibilities provided by its terms, the Provider shall, at its own expense, conduct a survey of Property outlined in the Specifications for the purpose of:

- 1. Familiarizing all management, supervisory and training personnel with the areas included in the Specification.
- 2. Establishing the procedures necessary for training assigned personnel to perform duties and ensure compliance with the Security Post Orders.

The Provider will certify in writing to City of Alameda's Property Manager that the above requirements have been fully met before assigning Security Officers to any post.

## Safety and Emergency Instructions:

Immediately after the contract award and prior to performance, the Provider and Property Manager will make an on-site, in-depth review of the safety and emergency requirements to include, but not be limited to, the following:

Policies and specific procedures for responding to alarms and emergencies.

## Supervision and Management Controls and Communication:

The Provider shall be fully responsible for the direct supervision of its own employees by its own supervisory and Management personnel. An overall 'Account Manager' shall be appointed and assigned to provide overall Contract Management and to provide a point of contact between Property Manager and the Provider. The Account Manager must have the responsibility and authority to fully represent the Provider on all matters pertaining to this contract.

The Account Manager responsibilities include, but are not limited to:

- 1. Development of Security Post Orders for contract Security Officers which are consistent with Property Manager's internal security procedures. The Security Post Orders, as well as all updates, must be approved by Property Manager.
- 2. Development and administration of a 'training program' and updating that program on a regular basis.
- 3. Final interview and approval of all contract employees, prior to assignment at Property.
- 4. Maintenance of schedules, including the approval of vacations and personal days off.
- 5. Preparation of payroll, and distribution of paychecks. Monthly 'accrual' if so directed by the client contact.
- 6. Maintenance of quality standards to include disciplinary action and 'Performance Management Programs.
- 7. Review of all Daily Activity Reports and all Incident Reports prepared by Security Officers.
- 8. Resolution of Provider employee concerns regarding pay, equipment, uniform replacements, conduct and appearance standards.

- 9. Resolution, or referral to Contractor management, of human resources problems and grievances of employees.
- 10. On-going review of all security operations, with written recommendations (as identified) for improvement to Security, Client Contact.
- 11. <u>Fire Life Safety (FLS) Monitoring:</u> Patrol Supervisor will be responsible for monitoring the FLS system.
- 12. Fill out and submit Incident Report forms to alert management to hazardous or unsafe conditions in the facility. Further, to identify those areas in need of repair that Security Officers observe and report while on patrol.

The Provider will be required to provide Site Supervisors and to provide for ongoing day to-day supervision.

The Provider shall also provide administrative controls and monitoring to assure contract compliance and that professional security and safety services are being maintained at the highest level. Included in this control and monitoring functions are:

- 1. Internal controls-employee administration, contract administration, schedule/dispatch, time keeping and billing.
- 2. Total Quality Management-quality control, audits, inspections, corrective action planning and follow up / reporting.
- 3. Compliance with reporting requirements, appearance, conduct, job performance standards and supervisory controls.

## Include samples of all forms with your bid.

## Training Programs:

The Provider shall provide sufficient training to ensure that all Security Officers and other assigned staff are competent to perform all duties required under this contract. No additional hourly costs, to the hourly billing rate, are to be charged for any aspect of the training program.

The Provider shall provide a minimum of eight hours training to introduce basic security subjects as they relate to property specific operations prior to assignment.

## Requirements must include:

- 1. Patrol Techniques
- 2. Communications
- 3. Standards of Conduct
- 4. Access Control
- 5. Public Relations
- 6. Client Relations
- 7. Report Writing
- 8. Safety
- 9. Uniform Appearance

The pre-assignment training should cover preparation of reporting forms such as Daily Activity Logs, Daily Activity Reports and Incidents Reports. It should also cover the Providers benefits, personnel policies, conditions of employment, and rules and regulations

The Provider shall detail in the proposal how this training is conducted. The Provider should also describe the Provider's new employee orientation program. The Provider shall require each Security Officer to satisfactorily complete a test covering all training subjects.

California Guard Card: All posted guards must always maintain a CA guard card.

## Security Post Orders:

Provider shall develop, in conjunction with Property Manager, a comprehensive set of Security Post Orders for the Security Post covered by this contract. Security Officers must be trained to know and understand these Security Post Orders, and all Security Officers should be required to review them in the presence of a Provider Supervisor on a regular basis. As determined by Security Post requirements, these orders shall include, but not be limited to, all pertinent information on:

- 1. Emergency Procedures and Notification List
- 2. Access Control Procedure
- 3. Patrol Procedures
- 4. Maps and Diagrams as required
- 5. Ingress and Egress Procedures
- 6. Parking Enforcement
- 7. Building Operations
- 8. Inspection
- 9. Detection and Prevention

These orders must be available for Property Manager review and approval prior to the start of the contract. As needed, they should be revised with the approval of Property Manager. All Post Orders should be reviewed at the start of each option year of this contract.

#### Security Post Training:

A minimum of 24 hours of on-the job training must be given to each new Security Officer prior to his or her being assigned a work shift at Property. This training shall consist of eight hours of initial training on general security procedures at The Provider's Training Facility, followed by 16 hours of training at Property Manager's facilities, concentrating on additional procedures specific to each post.

This training shall be performed by and under close supervision of qualified Provider personnel, with the approval of the Account Manager. This training shall insure that the Officer understands the Post Orders for each post he/she will be assigned, and should specifically include, but not be limited to, instruction of the following Specific Procedures Based on Security Posts:

- 1. Building overview; location of buildings, key areas within building, and surrounding buildings.
- 2. Patrol Procedures
- 3. Admittance procedures, including after-hours
- 4. Keys and equipment.
- 5. Specific incident and routine reporting
- 6. Emergency notification procedures, including after-hours
- 7. Policy on Police and Fire department notification

#### Ongoing Training:

The Provider shall provide ongoing training to Officers after their initial Security Post training as necessary to ensure top level service. The Provider should explain in detail their programs of ongoing training, including new material updates, and any extension courses offered. Ongoing training should be scheduled during an employee's normal tour of duty.

## Personnel Recruitment, Screening and Selection:

The Provider is expected to conduct a comprehensive recruitment, screening, and selection

process before assignment of any individual to Property. The Provider shall describe the recruitment process for new and replacement personnel. This should include the procedures for recruiting an incumbent Security Officer as a result of Provider change over. All applicable governmental laws and regulations must be adhered to on the recruiting and hiring process.

The Provider shall detail its application process to include:

- 1. Interviewing
- 2. Testing, by type
- 3. Drug Testing
- 4. Background investigations, by type and degree
- 5. Training and work experience verification

## Include sample application form, along with additional supporting document with your bid.

The following personnel standards shall apply to all Security Officers assigned to Property:

- 1. <u>Education:</u> All Security Officers shall be high school graduates or equivalent at a minimum. The Contractors shall verify the compliance with this requirement prior to assignment of any individual to Property Manager's Property.
- 2. <u>Employment Background:</u> All Officers shall possess a solid employment history. Minimal standards for Provider's employment investigation shall be verification of all employment for the past ten years, without significant negative information.
- 3. <u>Criminal Record:</u> The Provider shall conduct state mandated "livescan" and BSIS criminal record checks of all Security Officers assigned to this account. For those candidates that have a criminal record, the Provider shall consider: (i) the nature and gravity of the offense or conduct: (ii) the time that has passed since the offense, conduct and/or completion of the sentence; and (iii) the nature of the job held or sought (the "Green Factors") (Greene v. Missouri Pacific Railroad, 549 F2d 1158 (8th Cir. 1977)). Any candidates not cleared by BSIS or otherwise found suitable by Provider after consideration of the Green Factors shall not be assigned to this account. All Security Officers must have a valid and current guard permit.
- 4. <u>Driving Record:</u> Security Officers shall possess driving records reflecting reasonable care and judgment. The benchmark for failure to meet this standard shall be: Three moving violations within the past three years. Or any upheld suspension or revocation of license within the past three years. Or any conviction for driving under the influence of intoxicants (DUI), without a time limit.
- 5. <u>Literacy:</u> All Security Officers shall be able to understand, read, speak and write English intelligibly. This standard requires Security Officers be able to comprehend regulations, orders, training instructions and special instructions, and requires that Security Officers language comprehension is not only sufficient to perform routine duties, but also that complete fluency be maintained during emergency situations. The Provider shall test to evaluate applicant's ability to compute and communicate accurately and effectively.
- 6. <u>Physical Ability:</u> All Security Officers shall be physically capable of performing all essential job duties, with or without reasonable accommodation.
- 7. <u>Freedom from Drug Use:</u> All Security Officers shall be demonstrably free from addition to, or use of, illicit drugs, as determined by a NIDA-certified urinalysis drug screen (UDS) reviewed by a Medical Review Officer.
- 8. <u>Appearance:</u> All Security Officers should present a positive appearance that reflects good personal grooming habits.
- 9. Public Relation Skills: All Security Officers shall possess satisfactory public relations skills,

- sufficient to permit them to interact positively with Property Manager, employees, visitors, the media, outside law enforcement agencies and the general public.
- 10. <u>Compliance with Registration Laws:</u> All Security Officers shall be fully in compliance with all applicable state and local security personnel registration and licensing laws.
- 11. <u>Age:</u> All Security Officer Candidates must be at least 18 years of age, as documented by an original or photocopy document.

## STANDARD OF CONDUCT AND APPEARANCE:

The Contractor shall establish and maintain professional standards of conduct and personal appearance for all its employees assigned to Property.

The standard of personal appearance of Security Officers require individuals' present a neat appearance. These standards are not an attempt to depersonalize an individual, providing individuality does not interfere with, or detract from the proper wearing of the uniform. Appearance standards are:

- 1. Eye glasses- Only prescription eyeglasses may be worn with the uniform. Sunglasses shall not be worn inside the building except on written recommendation of a physician.
- Jewelry- Security Officers shall not wear jewelry in their noses or ears, except for persons
  with pierced ears who may wear earring studs. No excessive or "dangling" jewelry may be worn
  on the neck, wrist or waist.
- 3. Hair-Hair shall be neatly combed or brushed. Hairstyles shall be reasonable for business office environment.

## EMERGENCY AND/OR ADDITIONAL SECURITY STAFFING COVERAGE:

Occasionally, additional Provider employees may be required by Property Manager on a temporary basis. Property Manager requires the Provider to have a sufficient number of trained replacements available to handle absenteeism, vacations, leaves and short-term special coverage situations, without negative impact on Security Operations.

The Provider shall have available for immediate assignment supplemental personnel sufficient to cover all regularly required Security Posts, and other occasional posts which require trained Security Officers.

## STAFFING RESTRICTIONS:

Property Manager has the right to request removal of a Provider employee from the Property at any time and for any non-discriminatory reason. The Provider shall immediately comply, and shall not reassign that employee to Property under any circumstances. It is understood that the removal from Property Manager's facility in no way affects the employment status of the Provider.

If the Provider removes or reassigns a Security Officer from Property to another location under normal circumstances, the Provider shall apprise Property Manager of this removal prior to its taking place. If the Provider removes a Security Officer from Property without prior notice, due to unacceptable job performance, Property Manager is to be advised of the full particulars on the next normal business day. If this occurs during normal business hours, Property is to be advised immediately.

No Contract Security Services employee shall be assigned to work more than 12 hours in a 24-hour period. Every shift of eight hours or more must be proceeded, and followed by, an off-period of at least eight hours.

## CONTRACT FURNISHED ITEMS:

The following supplies, materials, services and equipment shall be furnished by the Provider

- 1. All operational forms and office supplies required to fulfill this contract
- 2. The Provider shall furnish and maintain in acceptable condition, and replace due to normal wear and tear, at no cost of the Security officers, all uniforms necessary to perform the work required by this contract. The uniforms shall be neat and clean with the vendor's logo and the security guard's full name clearly displayed on the outermost layer. The uniforms must be approved in advance by Property Manager. Each Security Officer and Supervisor shall be supplied with a minimum of three uniforms.
- 3. All security guards must be equipped with operational vendor-provided mobile telephones at all times while on duty. The security guards must be able to report immediately to 911, the Police Department and to the vendor, or the vendor's representative on duty, at all times while on duty. The Contractor, or the Contractor's representative on duty, must be available to the Property Manager, or a City representative, 24 hours a day, 7 days a week, 365 days a year.
- 4. Each Officer on duty shall be equipped with supplementary equipment including but not limited to, notebooks, pens, pencils, and a flashlight. Replacement flashlight batteries and bulbs and inclement weather clothing must be available for issue when necessary.

## **SECURITY VEHICLE:**

The Provider shall provide safe, efficient, clean, marked, operational vehicles at all times. All vehicles and markings are subject to the approval of Property Manager.

- 1. Vehicles shall only be operated on roadways and parking areas designated for vehicular traffic.
- 2. Vehicles shall not be operated in flooded sections of property.

## **REPORTS AND RECORDS:**

The Provider shall provide thorough and accurate recording and reporting of all security services operations, activities and incidents. The Provider shall develop and implement, with Property Manager approval, a complete paperwork management program to include adequate and appropriate reports and records. The Provider shall describe the forms, records and reports proposed and utilized for the contract. The Provider should include an example of each in the proposal.

## START-UP\TRANSITION:

The start/up transition period is important in establishing a viable contracted Security Services Project. Property Manager anticipates a one month start-up/transition period from the time of contract award to start date. The start-up/transition functions and activities must be planned and implemented in such a manner as not to negatively impact the ongoing security services of the incumbent contractor. Property Manager expects that uninterrupted security services will be conducted during the startup/transition period.

The Start-up/Transition Plan and Schedule shall be described by the Provider in the proposal. The various activities to be performed, the location of these activities and the Provider's staff who will be responsible for performing them should be fully detailed.

The Start-up/Transition Plan and Schedule should include, but not be limited to:

- 1. Coordination between the new Provider, the incumbent Provider and Property Manager
- 2. Personnel action items
- 3. Logistics action items
- 4. System development
- 5. Plans and programs development
- 6. Orientation and training
- 7. Administrative and operations preparation activities
- 8. Security Post Orders and procedures development

EXHIBIT A-1 Security Responsibility



## **VERIFICATION OF SECURITY PATROL SERVICE RATES**

Items specified in Table 1 will be paid on a monthly basis according to contract unit price(s) below:

- 1. The City requires a patrol officer in a vehicle on duty 24 hours a day, 7 days per wee in a vehicle.
- 2. The City also currently requires one additional swing shift officer in a vehicle (between 3:00PM and 11pm) for 8 hours, 7 days a week, as described below under Optional Additional Expenses.
- 3. Proposed rates shall be inclusive of wages, taxes & insurances, federally mandated ACA health benefits costs, uniforms, training per RFP, supervision, background screening, drug testing, and employee benefits including 40 hours vacation per year per employee.
- 4. The vehicle rates shall be inclusive of commercial insurance, routine maintenance, vehicle light bar and spotlight. Vehicle fuel is not included in the totals and is billed back monthly as consumed with documentation.
- 5. The yearly prices shall include labor, equipment and any other overhead necessary to perform the work described in accordance with the Project Specifications.
- 6. Security officers working on New Year's Day, Martin Luther King Jr. Day, Thanksgiving Day, Presidents Day, Labor Day, Independence Day, Memorial Day, and Christmas Day, will be paid time and one half.

## **Table 1. Security Patrol Services Yearly Rates**

Personnel	Year 1
Security Supervisor 7am-3pm (7 days/week)	\$31.00
Security Professional 3pm-11pm (7days/week)	\$28.00
Security Patrol 11pm-7am (7 days/week)	\$28.00

Equipment	
Vehicle 1	\$2,400.00

Total Annual Contract Amount	\$258,681.12
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Optional Additional Expenses	
Security Professional3pm-11pm (7 days/week)	\$28.00
Vehicle 2	\$2,400.00

Total Annual Contract Amount of Optional	
Additional Expenses	\$83,873.28

City and Provider agree to an annual escalator of **three (3) percent** which incudes a commensurate pay increase for all security patrol officers.

## **ON-CALL PRICING SHEET**

# RFP: SECURITY PATROL SERVICES AT ALAMEDA POINT BRED No. 2025-05

## **CITY OF ALAMEDA**

## Site:

ALAMEDA POINT

## **Duties:**

Provide standard security services normally associated with protecting the assets of an organization, including but not limited to, people and property.

Type Of Security Service	Unarmed
Number of Security Officers	TBD
Service Day and Hours	TBD
Total Service Hours Per Week	TBD
Hourly Rate per Security Officer	\$35.00
Holiday & O.T. Hourly Rate	\$52.50
Monthly Service Cost	TBD
1 <sup>st</sup> Year Service Cost	TBD
City and Provider agree to an annual escalator of three (3) percent which incudes a commensurate pay increase for all security patrol officers.	

BRED No. 2025-05

Ack	nowled	lgement	of.	Adder	ndum	1

I hereby acknowledge that I, Howard Fridkin (Name), have received and reviewed Addendum 1 and the submitted proposal reflects the additional information provided in the Addendum.

Signature: <u>Howard Fridkin</u>
Company Name: <u>Citiguard, Inc.</u>

Title: Director of Contreacts and Procurements

Date: <u>05/22/2025</u>



May 6, 2025

TO: PROSPECTIVE PROPOSERS

# CITY OF ALAMEDA SECURITY PATROL SERVICES AT ALAMEDA POINT BRED No. 2025-05 ADDENDUM NO. 1

**Addendum No. 1** is hereby issued to make the following revisions to the Request for Proposals and to respond to questions received from proposers. Please note deletions are shown in **strikeout**, additions are shown in **bold italics**:

## 1. REFERENCE SECTION IV: PROPOSAL REQUIREMENTS

## a. 2. Statement of Qualifications

The Proposer shall prepare a statement of qualifications which identifies: a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, *and the* number of employees in the office location which is intended to provide the services described in the Scope of Services, and a description of Proposers' shop and storage facilities intended to Support the City.

## 2. CITY REPSONSE TO QUESTIONS

## NO. 1

**Q:** Description of property types to be patrolled?

**A:** The Base Reuse and Economic Development Department (BRED) is responsible for a diverse portfolio of properties at Alameda Point that includes, commercial, residential and maritime and a mandatory Pre-Proposal Meeting and Site Tour of the property to be patrolled was held on April 28, 2025.

## NO. 2

**Q:** Who does security patrol interface with during patrol?

**A:** The security patrol is overseen and report directly to the City's Property Management team and security patrol officers may interface with members of the public, Alameda Point tenants, City staff, other government agents including the US Navy, police and other emergency services during their shift. Security patrol personnel are expected to engage professionally with a diversity of people.

## NO. 3

**Q:** Description of security patrol services?

**A:** This RFP is for unarmed security patrol. See Appendix A for additional information.

## **NO.** 4

**Q:** How and when will RFP Addenda be issued?

**A:** It is the proposer's responsibility to check the City website regularly to get copies of any addenda. No addenda will be issued less than 72 hours before the proposals are due.

## NO. 5

**Q:** How many officers are required per day?

**A:** The City requires a patrol officer on duty 24 hours a day, 7 days per week plus one additional swing shift (between 4:00PM and midnight) for 8 hours, 7 days a week. This staffing should be achieved following appropriate labor laws.

## **NO.** 6

**Q:** In the event of an emergency, who supports security patrol officers?

**A:** Security patrol report incidents to Property Managers and the Alameda Police Department (APD) or Emergency Services, per the protocols established in the Post Orders.

## NO. 7

**Q:** Role of Security patrol when encountering the unhoused or housing insecure?

**A:** Security officer should notify the Property Management Team and may provide information to unhoused or housing insecure on how to contact the City's Housing and Human Services (HSS) Department to access services.

## **NO.8**

**Q:** Would you please elaborate on the expectations and boundaries for assisting with HHS outreach? Will Security Officers receive any specific training or contact protocols? Who will perform the training and the contact information?

**A:** Security officers are provided with contact information for HHS service providers and will receive an orientation by HHS and Property Management. Contact protocols will be established as part of the Post Orders.

## NO. 9

**Q:** What are the security patrol responsibilities for properties at Alameda Point not owned by the Navy, Verterans, Alameda School District and Private Owners?

**A:** Security patrol is responsible for patrolling City owned property, per the Post Orders. Private owners are responsible for their own security.

## NO. 10

**Q:** What is the role of security patrol during special events?

**A:** Security patrol will be provided list of events happening on weekends. Special events typically have their own security services; security patrol's responsibility is to observe and report from perimeter of event as part of normal patrol responsibilities.

## NO. 11

**Q:** What is the role of security patrol during unpermitted events?

**A:** Security patrol to observe and report unpermitted events to Property Management team and APD if needed.

#### NO. 12

**Q:** What is the role of security patrol at vacant properties?

**A:** Security patrol to observe from the exterior and report any new evidence of damage or possible trespassing. Patrol officer shall verbally notify potential trespassers to leave vacant buildings and property.

#### NO. 13

**Q:** Handling unsafe vehicular traffic and sideshow activity?

**A:** Security patrol is expected to observe and report unsafe vehicular activity to Property Management team and APD if needed, and respond to situations as required by established procedures and Post Orders.

## NO. 14

**Q:** What is the role of security patrol in maintaining properties?

**A:** Security patrol to observe and report any evidence of new damage to properties to the Property Management team.

## NO. 15

**Q:** What is the responsibility of security patrol in securing gates at Alameda Point?

**A:** Security patrol opens and closes access gates to portions of Alameda Point as part of their daily patrol responsibilities.

#### NO. 16

**Q:** Is there a security office? Is parking available to the contractor's employees? If so, is there a fee associated with parking? Is there a place to securely store any equipment at the locations and charge the mobile device that the security personnel will be using for communication and incident reporting?

**A:** There is a shared office with restrooms. This space can be used for breaks, charging mobile devices, and has parking available for personal vehicles during the patrol shift. There is no fee for this parking.

## NO. 17

**Q:** Are there restroom facilities and drinking water in close proximity to all of the posts?

**A:** Restroom facilities are available at the security office and at Building 1. It is advised that Patrol officers bring a canteen or water bottle for the roving route.

## NO. 18

**Q:** Who is the current incumbent?

A: Patrol Solutions

## NO. 19

**Q:** How long has the incumbent serviced the City?

**A:** Since May 15, 2022

## NO. 20

**Q:** What are the current pay WAGES for the existing security guards? What are the current BILL RATES being paid for this service?

A: The City is billed the following rates for 2024-2025 from the incumbent Provider:

Security Officer Level 2 = \$29.12

Security Officer Level 1 = \$31.93

Site Supervisor = \$45.82

Specific pay wages are not detailed as part of the existing contract.

## NO. 21

**Q:** It is understood that a vehicle is required. Is there a make & model preference?

**A:** An SUV or truck may be best to accommodate the occasional need to navigate rougher terrain or flooded areas.

#### NO. 22

**Q:** What is the preferred uniform type/style?

**A:** The City prefers black or navy-blue pants and matching button-down shirts, company and officer's name should be easily identifiable, closed-toed shoes (preferably a protective work boot) required at all times, and a jacket with company and officer's name for cool weather.

## NO. 23

**Q:** Will the uniform photos in the RFP Response package be used to generate the Approvals needed from the City and "Property Manager" or will there be a separate process?

**A:** The uniform approval process will be separate from the proposal evaluation process.

## NO. 24

**Q:** Does the City have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the Proposer? Are we planning to retain some current staff or will new company need to recruit all new security staff?

**A:** The City prefers to retain some of the incumbent employees that are in good standing and meet the hiring criteria of the Proposer.

## NO. 25

**Q:** It is understood that the City is requesting approximately 224 weekly hours of unarmed security coverage. 24/7 (168 HPW) which leaves 56 weekly hours to equal 224. What is the shift time for the remaining 56 weekly hours?

**A:** The City requires a patrol officer on duty 24 hours a day, 7 days per week, which is 168 hours per week. Additionally, the City requires one additional swing shift (between 4:00PM and midnight) for 8 hours, 7 days a week, which is 56 hours per week.

## NO. 26

**Q:** In RFP, it mentioned 224 hours per week (HPW). 24/7 security patrol with one officer per shift is normally 168 HPW. Do we provide pricing for 224 HPW or 168? If it is 224 HPW, what is the additional post and shift time?

**A:** See response to question No. 25.

## NO. 27

**Q:** Could you please confirm whether or not the 224 weekly hours include coverage for absences, holidays, and unplanned occurrences, or if those are to be added in addition to the base 224 hrs.?

**A:** Coverage for absences, holidays, and unplanned occurrences are in addition to the base 224 hours.

## NO. 28

- **Q:** When the officers double up on a shift, will we need to provide two vehicles?
- **A:** Yes, two vehicles will be necessary.

## NO. 29

- **Q:** How are security officers relieved when taking required rest and meal breaks?
- **A:** There is a pause in service during break times.

## NO. 30

- **Q:** Are the security officer expected to be onsite and monitor security communication while they are on their meal and rest breaks?
- **A:** Breaks must be accommodated in accordance with labor laws.

## NO. 31

- **Q:** For Project Pricing, being that this is a 3-year term, how does the City want pricing presented? Year over Year (YOY) Pricing? (Ex. Year 1, Year 2, Year 3) or a Flat Rate for the entire 3-year term?
- **A:** Year over Year please include escalator if proposed.

## NO. 32

- **Q:** What is the Budget for the first 3 year period?
- **A:** The budget for FY2025-2027 has not been finalized by City Council. Please submit the proposed annual cost on the pricing sheet, including any escalator.

## NO. 33

- **Q:** During the contract term, would the City consider rate adjustments if unforeseen changes in government or union regulations occur that have an impact on the contractor's costs?
- **A:** If unforeseen changes in government or union regulations occur that require rate adjustments, the proposed changes would be presented to City Council for approval.

#### NO. 34

**Q:** Is there any equipment provided by the City?

**A:** No, equipment is supplied by the Provider.

## NO. 35

**Q:** For inclement weather, is there shelter available for security professionals?

**A:** Security officer is expected to conduct patrols in vehicles. If inclement weather is severe enough, there is space available to shelter.

## NO. 36

**Q:** With the understanding that the Post Orders state "Parking Enforcement", what responsibilities do the security professionals need to enforce? (ex. Issue citations, etc.)

**A:** Guards are expected to monitor and document illegal parking, ask drivers to move vehicles that are illegally parked, place stickers on vehicles that are in violation, and call police or City parking enforcement to have cars towed.

## NO. 37

**Q:** With Parking enforcement, is there a cash handling requirement by the Security Professionals?

A: Security officers will not collect or handle money as part of parking enforcement.

#### NO. 38

**Q:** What equipment does the City require Contractors to supply the security professional's while on duty when enforcing parking? (ex. Citations, etc.)

**A:** City will provide citation stickers. There is no additional equipment required for parking enforcement.

## NO. 39

**Q:** If a vehicle needs to be towed, under what circumstances does that happen, who needs to be called and does the security professional make that call?

**A:** Security officers report parking violations to Property Managers, who provide direction.

## NO. 40

**Q:** If Proposer is under the Collective Bargaining Agreement with SEIU making them a union security provider. Do you want nonunion or union pricing or both?

**A:** Please provide both.

## NO. 41

**Q:** Where is the Security Guard Prevailing Wage for this non-public works contract to be found?

**A:** Information regarding any prevailing wage requirements can be found on the <u>Department of Industrial Relations</u> website. Questions regarding specific compliance requirements should be directed to DIR.

## NO. 42

**Q:** Is this a Union contract?

A: No, union and non-union proposals are acceptable.

## NO. 43

**Q:** Are there any specific training required for the security officers?

A: See Appendix A Training Programs.

## NO. 44

**Q:** Would you please clarify if the Provider is responsible for developing all training materials independently, or will the City provide current procedures, input, additional information or guidelines?

**A:** The selected Provider is responsible for developing and providing all training, with the exception of the orientation to HHS programs. The City reserves the right to provide input or make requests for auxiliary training as issues arise that may need to be addressed by additional education.

## NO. 45

**Q:** Will the City provide written procedures or manuals for emergency responses and safety policies, or should the Provider develop those in consultation with the Property Manager?

**A:** The provider should develop these in coordination with Property Manager and as directed by City.

## NO. 46

**Q:** Will the City provide a preferred format or template for the Post Orders and Daily Activity/Incident Reports or a list of required contents beyond the RFP specifics?

**A:** The City will review the format proposed by the Proposer, and make edits. The Proposer will also need to provide a monthly summary of incidents.