

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 15th day of May, 2022 (“**Effective Date**”), by and between RiverRock Real Estate Group, a California corporation (hereinafter referred to as “**Agent**”) as agent for the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Patrol Solutions LLC, a California Limited Liability Company, whose address is 795 Folsom St., 1st Floor, San Francisco, CA 94107 (“**Provider**”), in reference to the following facts and circumstances:

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. The City has an interest in certain real property and improvements known as Alameda Point located in Alameda, California, on behalf of the City of Alameda (the “**Project**”).
- B. The City is in need of the following services: Security Services at Alameda Point. City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The RiverRock Real Estate Group, a California corporation, has been appointed as the manager of the Project and is authorized to enter into this Agreement as “**Agent**” for the City of Alameda.
- E. Agent and Provider desire to enter into an agreement for Security 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, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 15th day of May 2022, and shall terminate on the 14th day of May 2023, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to two (2) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged with the exception that the compensation shall be adjusted by the Consumer Price Index

for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

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 Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th 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 A-2 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.

FY 22-23 total compensation shall not exceed \$304,012. Fuel shall be billed separately. RG

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

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 Agent or City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from the City/Agent 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.

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 Agent and 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, neither Provider nor its employees, contractors, and agents shall 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. 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 Agent, 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 Indemnities 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 Agent 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

(4). 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 and RiverRock Real Estate Group, their officers and employees 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) Workers' Compensation:

Statutory coverage as required by the State of California.

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

(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) Professional Liability:

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 occurrence

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, Agent 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 INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers, River Rock Real Estate Group, their officers and employees 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. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by Agent 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.

11. CONFLICT OF INTEREST:

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 requires 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 Agent. Provider shall submit a written request for consent to transfer to the Agent at least thirty (30) days in advance of the desired transfer. The Agent 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 Agent at least five (5) days in advance. The Agent 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 not 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. REPORTS:

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 or Agent.

c. Provider shall, at such time and in such form as City Manager or their designee or Agent may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. 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 or Agent that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. 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, its designees, or Agent during regular business hours upon reasonable prior notice. The City or Agent 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.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's or Agent's preliminary examination or audit of records, and the City's or Agent'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 or Agent 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 City shall be addressed to City at:

City of Alameda
c/o RiverRock Real Estate Group
950 W. Mall Square, Room 239
Alameda, CA 94501
ATTENTION: Property Manager
Ph: (510) 749-0304

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

Patrol Solutions, LLC
795 Folsom Street
1st Floor
San Francisco, CA 94107
ATTENTION: Carl Cunningham, General Manager
Ph: (415) 760-8116

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

City of Alameda
c/o RiverRock Real Estate Group
950 W. Mall Square, Room 239

Alameda, CA 94501
ATTENTION: Property Manager
Ph: (510) 749-0304

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 Agent 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 Agent 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. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees,

all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

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 or the Agent's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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.

23. CONFLICT OF LAW:

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 29, 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.

26. 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.

27. COUNTERPARTS:

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.

28. 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.

29. CONTROLLING AGREEMENT:

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.

PATROL SOLUTIONS, LLC
a California corporation

RIVERROCK REAL ESTATE GROUP,
as agent for the City of Alameda

Carl S. Cunningham

NAME Carl S. Cunningham
TITLE General Manager

Steve Core

Mike Meyer
Regional Vice President
CA License #01327247

RG

MDM

Klinton Kehoe

NAME Klinton Kehoe
TITLE CEO

Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

[Name of Entity] Patrol Solutions, LLC

Date: 04/13/2022

Carl S. Cunningham

By: Carl S. Cunningham
Title: General Manager

Klinton Kehoe

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

EXHIBIT A
SCOPE OF WORK
FOR CONTRACT SECURITY SERVICES
Alameda Point
Alameda, CA

Description of Services:

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

It is the intent of this specification to request approximately 168 weekly hours of unarmed coverage. In addition to those hours detailed above, Contractor will be required to schedule coverage for vacations, holidays, unscheduled absences or other unplanned occurrences.

Scope of Work:

The Contractor shall provide trained Security Officers at all times to perform the services as prescribed by the Contract and the Post Orders.

Security Officers employed by the Contractor 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.

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 Contractor 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 insure compliance with the Security Post Orders.

The Contractor 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 award of the contract and prior to performance, the Contractor 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 Contractor 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 Contractor. The Account Manager must have the responsibility and authority to fully represent the Contractor 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 Contractor 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. 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 Contractor will be required to provide Site Supervisors and to provide for ongoing day-to-day supervision.

The Contractor 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 Contractor 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 Contractor 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 Contractors benefits, personal policies, conditions of employment, and rules and regulations

The Contractor shall detail in the proposal how this training is conducted. The Contractor should also describe the Contractor's new employee orientation program.

The Contractor shall require each Security Officer to satisfactorily complete a test covering all training subjects.

Security Post Orders:

Contractors 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 Officers should be required to review them in the presence of a Contractor 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 Contractor'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 Contractor 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 contractor shall provide ongoing training to Officers after their initial Security Post training as necessary to ensure top level service. The Contractor 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 Contractor is expected to conduct a comprehensive recruitment, screening, and selection process before assignment of any individual to Property. The Contractor 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 Contractor change over. All applicable governmental laws and regulations must be adhered to on the recruiting and hiring process.

The Contractor 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. Education: 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. Employment Background: All Officers shall possess a solid employment history. Minimal standards for Contractor's employment investigation shall be verification of all employment for the past ten years, without significant negative information.
3. Criminal Record: The Contractor 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 Contractor 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 Contractor 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. Driving Record: 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. Literacy: 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 Contractor shall test to evaluate applicant's ability to compute and communicate accurately and effectively.
6. Physical Ability: All Security Officers shall be physically capable of performance of all essential job duties, with or without reasonable accommodation.
7. Freedom from Drug Use: 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. Appearance: 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. Compliance with Registration Laws: All Security Officers shall be fully in compliance with all applicable state and local security personnel registration and licensing laws.
11. Age: 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.
2. Jewelry- Security Officers shall not wear jewelry in their noses or ears, except for women 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. Men and women's hairstyles shall be reasonable for business office environment.

EMERGENCY AND/OR ADDITIONAL SECURITY STAFFING COVERAGE:

Occasionally, additional Contractor employees may be required by Property Manager on a temporary basis. Property Manager requires the Contractor 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 Contractor 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 Contract employee from the Property at any time and for any non-discriminatory reason. The Contractor 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 Contractor.

If the Contractor removes or reassigns a Security Officer from Property to another location under normal circumstances, the Contractor shall apprise Property Manager of this removal prior to its taking place. If the Contractor 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 Contractor

1. All operational forms and office supplies required to fulfill this contract
2. The Contractor 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 Contractor 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 Contractor shall provide thorough and accurate recording and reporting of all security services operations, activities and incidents. The Contractor shall develop and implement, with Property Manager approval, a complete paperwork management program to include adequate and appropriate reports and records. The Contractor shall describe the forms, records and reports proposed and utilized for the contract. The Contractor 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 Contractor in the proposal. The various activities to be performed, the location of these activities and the Contractor'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 Contractor, the incumbent Contractor 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

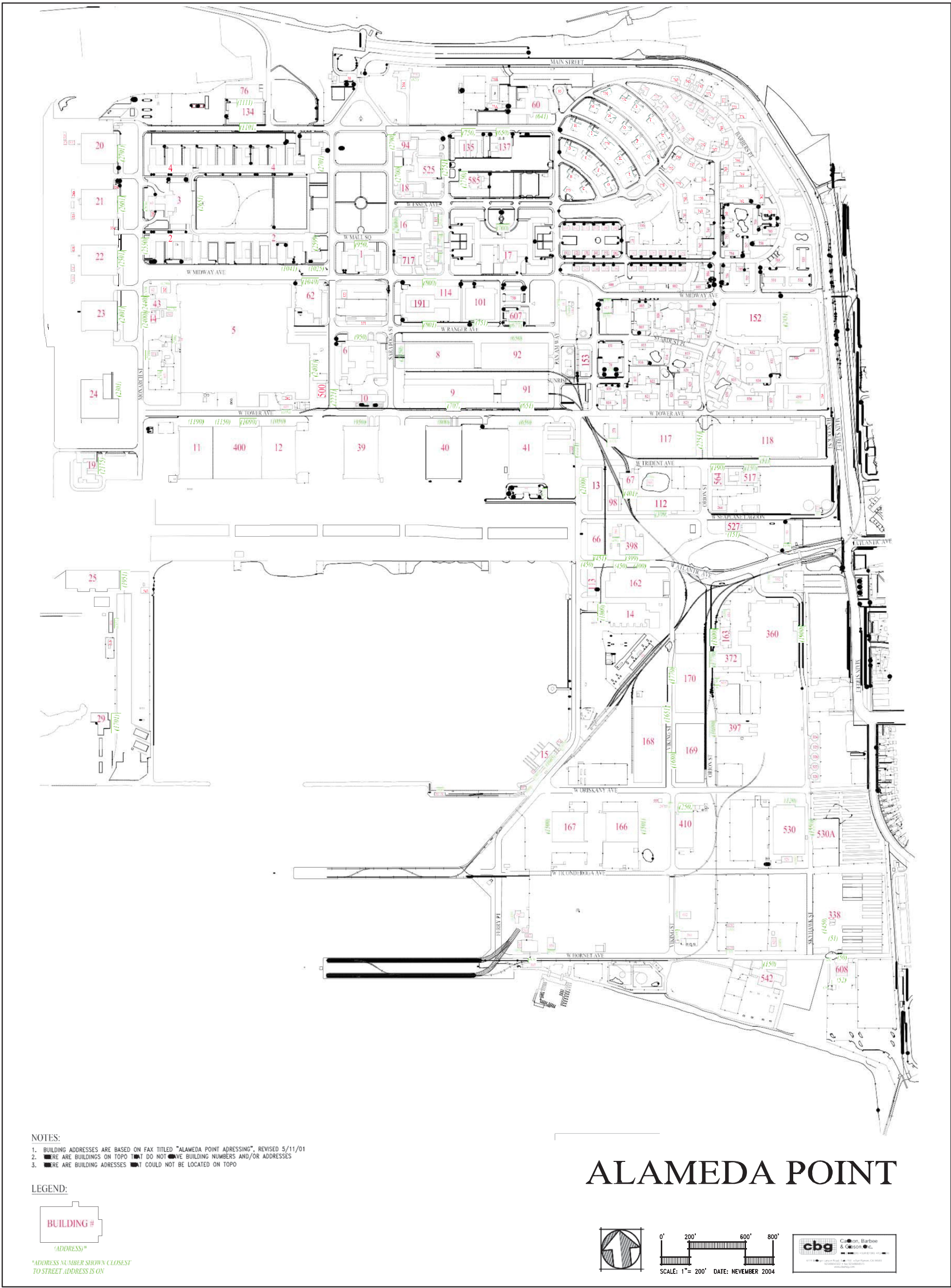


EXHIBIT A-2

PAY RATES

Property Manager
ALAMEDA POINT
950 W. Mall Square Alameda, CA 94501

REQUIREMENT:

Provide unarmed, uniformed professional security officers who are capable of exercising good judgment, to be highly visible at all time, deter vandalism, theft and to perform other duties as outlined.

PAY / BILLING RATES:

ITEM NO	DESCRIPTION	CURRENT RATE OF PAY	PROPOSED RATE	HOLIDAY-OVERTIME RATES
1	Security Supervisor	\$ 28.00 /hr.	\$ 40.49 /hr.	\$ 60.73 / Hr.
2	Security Professional 1	\$ 21.00 /hr.	\$ 30.82 /hr.	\$ 46.23 / Hr.
3	Security Professional 2	\$ 19.00 /hr.	\$ 28.11 /hr.	\$ 42.16 / Hr.
6	Vehicle	N/A	\$ 1,900.08 /Mo.	N/A
7	Miscellaneous- All Additional reoccurring Monthly fees	N/A	N/A	N/A
8	TOTAL: \$299,737.59			

This is an annual contract and prices are to be held firm for a period of one (1) year (12 months). This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory.

HOLIDAYS: List of holidays Contractor will recognize. Security officers working on these days will be paid time and one/half.

New Year's Day	Martin Luther King Jr. Day	Thanksgiving Day
Presidents Day	Labor Day	Independence Day
Memorial Day	Christmas Day	

EXHIBIT A-2 SUPPLEMENTAL

In addition to the above, the following shall be included in the total price of the contract:

Due to the incorporation of 4 weeks (160 hours) vacation for Supervisor Isaac Ashong as well as a \$2/hr cost of living raise, Item 1 of Exhibit A-1 is being changed to the following:

Item	Description	Current Rate of Pay	Proposed Rate	Holiday OT Rates
1	Sec. Supv	\$30.00	\$44.23	\$66.35

Total increase to contract: \$4,274.37

New total Annual contract amount: \$304,011.96

Billing Notes:

1) The hourly bill rates are inclusive of wages, taxes & insurances, federally mandated ACA health benefits costs, uniforms, training per RFP, supervision, background screening, drug testing, 40 hours vacation.

2) The vehicle monthly price is 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.