
File ID: 2024-01146

6/11/2024

Consent Item 19.

Supplement to Contract PRC000953 with Universal Protection Service, LP, dba Allied Universal Security Services for Citywide Uniformed Unarmed Security Services [Published for 10-Day Review on 05/30/2024]

File ID: 2024-01146

Location: Citywide

Recommendation: Pass a **Motion** to exercise the option to renew contract PRC000935 with Universal Protection Service, LP, dba Allied Universal Security Services for Citywide Unarmed Security Services for the fourth and final renewal option, expiring on August 23, 2025 and increase the contract amount by \$4 million, for a total new not-to-exceed amount of \$27.5 million for the continuation of unarmed security services through the life of the contract.

Contact: Ashley Petralli, Program Manager, (916) 808-5749, apetralli@cityofsacramento.org, Department of Finance

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contract PRC000956
- 3-Contract Supplement PRC000956-06

Description/Analysis

Issue Detail: The contract for citywide unarmed security services was formally bid on RFP#20061521001 and was awarded to Allied Universal Security Services in August of 2019. While staff performed a thorough analysis of anticipated costs of these services through the life of the contract, the actual costs of services were greater than those estimated and the original not-to-exceed amount of the contract will not be sufficient to cover current services throughout contract expiration on August 24, 2025.

At the time of the formal solicitation for these services, 22 City sites were receiving regular security services; currently 30 City sites are now receiving regular security services. In addition to increased services levels, higher than anticipated increases in living wage and the utilization of this contract for additional security during times of political unrest over the last several years resulted in higher than

anticipated annual expenditures.

Policy Considerations: The recommendations in this report are in accordance with the City standards for non-professional service agreements (City Code Section 3.56).

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a two-thirds vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to Council action. This item was published for 10-day review on May 30, 2024, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA. (CEQA Guidelines 15060(c)(3)).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Staff estimates that total spend against this agreement by the end of fiscal year 2023/24 will be \$20 million. Average spend has increased annually and it is estimated that the City will spend \$6 million on unarmed security services through the next fiscal year. The increase of \$4 million will bring the total not-to-exceed amount on this agreement to \$27.5 million and the amount unspent is expected to cover current levels of regular security services and allow for unanticipated special circumstances which may require additional security coverage through the contract expiration date.

Financial Considerations: Security services are subject to funding availability in the adopted budget for the applicable fiscal year. Individual departments will authorize services on this agreement as needed and will utilize their department approved operating budgets.

Local Business Enterprise (LBE): Allied Universal Security Services qualifies as a Local Business as required in the City’s Local Business Enterprise Program.

CONTRACT #: PRC000953
CONTRACT NAME: Unarmed Uniformed Security Guard Services
AGREEMENT TERM: 1 Year
AUTHORIZED RENEWALS: 4
DEPARTMENT: Finance, Procurement CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of August 24, 2020, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Universal Protection Service, LP dba Allied Universal Security Services
8950 Cal Center Drive, Suite 115, Sacramento, CA 95826
(916) 448-0400/erik.homan@aus.com

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid
Instructions to Bidders
Contractor's Bid Proposal Form
Technical Specifications
Local Business Enterprise (LBE) Requirements*
Living Wage Requirements for Nonprofessional Service Agreements*
Requirements of the Non-Discrimination in Employee Benefits Code*
Ban-The-Box Requirements*

The above documents followed by an asterisk () can be viewed at*
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
6. **Wage Requirements.** This Agreement may be subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. A summary of the requirements of Sacramento City Code Chapter 3.58, entitled "Living Wage Requirements for Nonprofessional Service Agreements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.58 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.58. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of

Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

8. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
10. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Rebecca Bircher, Contract and Compliance Specialist
915 I Street, Sacramento, CA 95814
(916) 808-5744/RBircher@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Erik Homan, Business Development Manager
8950 Cal Center Drive, Suite 115

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

- 3. Time of Performance.** The services described in this contract shall be provided for an *initial term of one year*. The City may extend this Contract for up to 4 additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

4. Public Works Requirements. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

 N/A Construction work in an amount exceeding \$25,000; or

 N/A Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the following requirements:

- A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR's current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR's DIR No. _____

Subcontractor name: _____ DIR No. _____

Subcontractor name: _____ DIR No. _____

Subcontractor name: _____ DIR No. _____

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.

EXHIBIT B
NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **\$23,500,000.00.**
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. Notwithstanding anything to the contrary in Attachment 1 to this Exhibit B, if Contractor experiences an increase, whether or not anticipated, in its costs resulting from: (1) increases in the City of Sacramento's Living Wage rates or Federal, State, or local minimum wage rates; (2) changes in federal, State, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder, including to Contractor's personnel; (3) changes in mandated paid time off and/or sick leave or changes in applicable overtime wage regulations; or (4) costs resulting from other changes in applicable federal, State, and/or local law, the City and Contractor will negotiate mutually agreeable increases in pricing during the Agreement term. Any request for a pricing increase shall be accompanied by a written explanation from Contractor explaining the reasons for the increase and shall include reasonable details about Contractor's relevant cost structures. Contractor shall also provide evidence, to the satisfaction of the City, that any proposed price increase does not increase Contractor's profit margin. If the parties cannot reach a mutually agreeable price increase within fifteen business days of receiving a complete cost increase request notice from Contractor, Contractor shall have the right to terminate this Agreement upon 120 days' prior written notice to the City.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payment terms are NET 30 days, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR's remit address for payment

- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Agreement

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

- (1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

- (2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

- 5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Taxes.** CONTRACTOR and CITY agree that the CITY is paying CONTRACTOR on an hourly basis for its services, which are generally not taxable in California. While CONTRACTOR's rates include compensation for overhead expenses such as uniforms or other tangible personal property, CONTRACTOR is responsible for paying any sales, use, excise, or similar taxes, levies or duties ("Sales Taxes") for such goods, and any Sales Taxes due by CONTRACTOR are included in its hourly rates. Notwithstanding the foregoing, should any change in the law give rise to the legal obligation to pay or collect Sales Taxes for Contractor's services, City shall promptly pay the appropriate amount of such Sales Taxes to Contractor, unless City provides Contractor with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority. Similarly, should the CITY ever agree to pay for Reimbursable Expenses, CONTRACTOR shall invoice the CITY for such Sales Taxes and the appropriate amount shall be promptly remitted by CITY to CONTRACTOR unless CITY provides CONTRACTOR with either a valid and current tax

exemption certificate or direct pay certificate, authorized by the appropriate taxing authority. CONTRACTOR shall pay to the appropriate taxing authority, when and as due, any and all Sales Taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT C
NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

_____ Not furnish any facilities or equipment for this Agreement;

or

 X Furnish the following facilities or equipment for the Agreement *[list, if applicable]: guard stations, desk and chair, land line phone, computer as warranted by location site manager.*

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A

violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent caused by the negligent performance of, or failure to perform, this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent caused by the negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

- A. Minimum Scope & Limits of Insurance Coverage
- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities

performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than five million dollars (\$5,000,000) per occurrence and fifteen million dollars (\$15,000,000) in the aggregate. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than five million dollars (\$5,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____(CONTRACTOR initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____(CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____(CONTRACTOR initials)

- (5) Crime Liability Insurance: Contractor shall maintain a Third-Party Crime Coverage Policy to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery

with limits not less than \$2,000,000 per occurrence. The policy shall endorse the City of Sacramento as loss payee. Furthermore, policy shall include or be endorsed to include Client Property Coverage.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors; which liability in all cases excludes the acts and omissions of the CITY.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements

evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to

nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

- 13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court

located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 

Title: Regional President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: 
Jennifer Gore (Jun 8, 2020 17:56 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature: 
Rebecca Bircher (Jun 30, 2020 16:09 PDT)

Title: Contract and Compliance Specialist

Approved By:

Signature: 
Dawn T. Holm (Jul 2, 2020 14:49 PDT)

Title: Director of Finance

Additional Signature (if required):

Title:

1. About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of over 500,000 residents. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of \$1.2 billion and 4,774 full-time equivalent positions.

2. Project Overview

The City has an ongoing requirement for uniformed unarmed security guard services for approximately 23 City facilities. The award of a contract or contracts from this RFP will be determined by factors other than price alone – see proposal evaluation criteria. The Contractor must commit professional staff and an experienced Project Manager who will be responsible for coordinating the security services with the City.

Service shall be the best of its respective kind. All security guards shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required security services. The term of any contract resulting from this RFP solicitation will be one year from the date of contract award and the City may in its discretion extend the contract for four (4) additional (1) one-year terms.

In response to the Request for Proposals, the City anticipates receiving competitive pricing as well as an assurance of quality services. The City intends to award one contract, however, it may choose to award additional contracts as the City deems necessary to meet the City's needs. If subsequent contracts are awarded, it will be based on initial proposals received in response to this RFP and must meet all the terms and conditions described herein. Firms that do not submit a proposal by the closing date and time will not be considered for any subsequent award.

3. Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

The Contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services. The contractor must be familiar with the Sacramento area, performing services within the City for the last 3 years minimum.

CITY FACILITIES

At some sites, the City may provide guard booth facilities for assigned Contractor personnel.

GUARD EXPERIENCE AND REGISTRATION

Guards assigned to work under this contract must have experience in similar work, be persons of mature judgment and possess a high degree of discretion. Contractor employees providing services under this contract must be registered with the California Department of Consumer Affairs, Bureau of Security and Investigative Services, as a Security Guard. The Security Guard must carry with him/her at all times the permanent guard registration card issued by the California Department of Consumer Affairs. The Contractor is responsible for that all required registrations, licenses, and/or permits required of its employees are current. Temporary guard cards are not acceptable. The City may, at any time, request proof of certification and any annual renewal training for any guard employed under the Citywide Contract.

PHYSICAL QUALIFICATION:

All guards assigned to work under this CONTRACT must be in good physical condition, which enables him/her to perform the full range of security work. Guards must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions. Guards shall have normal fields of vision, depth perception, and hearing.

EDUCATION AND ENGLISH LANGUAGE REQUIREMENTS

Guards must possess a high school diploma or G.E.D. equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions; write accurate and clear reports; and monitor environmental and electronic security systems at a level sufficient to perform assigned tasks under the contract.

UNIFORMS, EQUIPMENT AND GROOMING

All uniforms to be worn by contract security personnel working under the contract are subject to approval by the City. Contract personnel must be well-groomed and be provided by the security company with complete uniforms that are clearly identifiable and include shirts, trousers, jackets, hats, badges, company designation patch(es), name tag(s), and any other appropriate uniform apparel (e.g., raincoats, safety gear, reflective vests, flashlights etc.) necessary to properly perform assigned tasks, prior to assignment at any City site. Guard must wear all black shoes, preferably comfortable for walking. Uniforms are to be neat, clean, pressed, and properly fitted. Uniforms for all contract personnel are to be provided by the security company at no additional cost to the City, and are subject to approval of the client-site supervisor. Security guards must report for work in uniform and shall refrain from changing on-site. Any security guard reporting for duty in an incomplete uniform, a uniform that is not neat, clean or properly fit, or who is otherwise not properly equipped may be dismissed by the City site supervisor for the duration of the shift. In such event, the Contractor will be responsible for immediately replacing the security guard with another, properly-equipped, guard.

At no additional cost to the City, the contractor shall equip each security guard with a properly-functioning two-way communication device such as a cell phone or radio and shall provide and maintain 24-hour communication capability with all assigned personnel and supervisors. The contractor shall also provide, at no additional cost to the City, all equipment necessary to properly carry out assigned tasks. Such additional equipment includes, but is not limited to, first aid and safety equipment items, operable flashlights, and spare batteries for all battery-operated equipment.

INITIAL TRAINING AND CERTIFICATION

In addition to any training required for specific job classifications, site training, or special assignments, all security personnel assigned under the City contract shall satisfactorily complete a minimum of training as specified in this section prior to assignment at the City. For each guard assignment, at the time the guard begins the assignment, the contractor shall provide to the City site supervisor with a copy of the guard's current permanent registration card, issued by the State of California, Department of Consumer Affairs ("guard card") and written certification that the guard has received the following training prior to reporting for duty at a City site:

1. Current certification for First Aide and Cardio-Pulmonary-Resuscitation (CPR).
2. General training in security and emergency procedures, crowd control, and public relations (Professional Security Training Network (PSTN) Modules #1 & #2, or equivalent).
3. Training in customer service and diversity to prepare officers to interact with the public in general and physically challenged individuals.

4. Contractor shall ensure that all security guards assigned to City facilities receive all security guard training required by State, local, or other laws or regulations.
5. Contractor shall ensure that all security guards assigned to City facilities receive site- assignment training as needed

SITE-ASSIGNMENT TRAINING

Each security guard assigned to a City facility must be trained on-site at the assigned City facility by a supervisor provided by the Contractor. The site training provided by the Contractor shall include, but not be limited to:

At least one training period of up to 48 hours, at which all the security guards to be utilized at a facility will be instructed by designated supervisor provided by the Contractor in the use of City security systems, control rooms, and other job-related equipment and requirements. All site-assignment training is subject to the satisfaction and approval of the City site supervisor. In the event that the City site supervisor determines that assigned personnel have not been properly trained, the contractor shall provide additional training as needed, at the contractor's expense. Site training shall include evacuation plans, disaster reparation training and participation in drills. Contractor will be responsible to provide training on any aspects of security that are unique to a specific site. If required by City site supervisor, refresher site training will be provided by the Contractor on a quarterly basis for all security guards assigned to City facilities. Refresher training shall be designed to ensure that all security guards are proficient in all areas of security guard operations, with special attention to site-specific requirements. The refresher training shall be specifically coordinated with the City supervisors for the sites at which the security guards are assigned.

GENERAL/ONGOING TRAINING

Contractor shall maintain an ongoing training program consisting of multiple security-related program modules, similar to the programs offered by the Professional Security Training Network (PSTN). Separate training courses shall be provided for security officers (e.g., PSTN Basic Security Officer Training Series, or similar) and for supervisor personnel (e.g., PSTN Supervisor Training Series, or similar). In addition to initial training and any training required for specific job classifications or special assignments, all security personnel assigned under the City contract shall satisfactorily complete a minimum of eight (8) hours of security training each year. All security personnel training shall be at the contractor's expense and up-to-date written documentation of each guard's training (including annual training) shall be provided to the client site supervisor on an ongoing basis.

GUARD CLASSIFICATIONS AND TRAINING REQUIREMENTS

Contractor shall provide a minimum of four (4) classifications of security guards. While the working titles may vary depending upon the Contractor's organization, the classifications shall conform to the following basic criteria. At the start of every assignment, the contractor shall provide to the City site supervisor written certification of the assigned guard's training:

Security Officer I (S/O I) - Must possess good written and verbal communication skills and the ability to communicate ideas. Must have strong customer service skills and the ability to make decisions under pressure. Must be capable of independent thought and action while being a strong member of a team. Minimum training equivalent to PSTN. Module #1 (Asset Protection & Security) and Module #2 (Physical Security & Crime Prevention).

Security Officer II (S/O II) - In addition to meeting the requirements for S/O I, must have at least 90 days experience at a city site or 180 days at an assignment substantially similar to a City site. Minimum training equivalent to PSTN Basic Security Officer Training Series, Modules #1 and #2, and at least two of the following modules: #4 (Fire Protection & Life Safety), #5 Criminal law & Criminal liability), #6 (Communications), #8 (Ethics, Deportment, & Professional Conduct), #9

(Report Writing), #11 (Human & Public Relations), or #12 (Emergency Situations).

Sergeant (Senior) - In addition to meeting the requirements for S/O II, must be able to help create an environment that supports teamwork among security staff, City staff, and the general public. Additional duties may include shift supervision responsibilities and supervision of other security personnel (e.g., S/O I & II). Minimum training equivalent to PSTN Supervisor Training Series, Module #1 (Principles of Leadership I) and Module #2 (Principles of Leadership II).

Lieutenant (Supervisory) - In addition to meeting the requirements for Sergeant, this supervisory classification must coordinate security and service-related issues between City and Contractor. Must be able to provide initial and ongoing instruction and training to subordinate security personnel. Duties may include site supervision responsibilities and supervision of other security personnel (e.g., S/O I & II, Sergeant). Minimum training equivalent to PSTN Supervisor Training Series, Modules #1 and #2, and at least two of the following modules: #3 (Effective Communications), #6 (Behavior & Motivation), #7 (Civil Counseling & Sexual Harassment), #8 (Substance Abuse), or #9 (Discrimination & Affirmative Action).

Site Manager – A site manager may be required to oversee Richards Blvd, Sac Valley Station, City Hall, Parking Service, and North and South Area Corp Yards. The need for a Site Manager is driven by the amount of interaction is required with the City site supervisor, the number of hours of security required by the site, the volume of employees working at the site, and/or potential for incidents. The Site Manager will be expected to oversee the listed sites, coordinate with the Site Supervisor, and ensure services are provided in compliance with the contract. This position should meet all training requirements of the Lieutenant position and is a full time position that is expected to be available on-call as needed.

PERFORMANCE

Substandard performance will not be tolerated. City reserves the right to refuse or reject any person assigned under the contract either with or without cause. If any person is removed from a City site at the request of the City, that person is not to be re-assigned to any other City site without first requesting approval from the City contract manager. City contract manager will advise site manager at the new site of the person's previous assignment and the reasons for his/her removal.

EXAMPLES OF TYPICAL GUARD DUTIES

Typical duties of the security guards at City facilities include, but are not limited to the following:

1. Monitoring admittance of personnel and authorized visitors to City facilities.
2. Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
3. Operating telephones and transmitter/receiver radios, cameras, and automated security system equipment.
4. Responding to emergency situations and notifying appropriate City personnel when emergencies occur.
5. Escorting City personnel or others as directed to their automobiles at night or other times.
6. Turning lights off and on.
7. Investigating unusual or suspicious conditions including potential safety hazards, and reporting these findings to the proper authorities (Police Department, Emergency contact at 911).
8. Preventing trespass on, damage to, or theft of City property.
9. Inspecting parking areas, for example, ensuring gates/doors are locked.
10. Monitoring environmental systems, such as heating and air conditioning.
11. Screening and documenting any City property leaving or entering the City premises as directed by the City designee.
12. Reporting any dishonest or criminal act committed on City premises by City personnel or other persons to the Police Department Emergency contact at 911, as well as the contractor's management.
13. Traffic-control duties may be included at some assignments.
14. Other security-related duties as may be required by the City.

15. Monitoring surveillance equipment for unusual or suspicious activity and rotate surveillance tapes as needed, where applicable.
16. Reviewing and maintaining logbooks, where applicable.
17. Monitoring alarm systems, including daily verification of operability (checking to ensure system is on and appears to be working properly).
18. For those assigned to the Convention Center, City Hall, Crocker Art Museum, 24th Street Corp Yard, and North Area Corp Yard general knowledge of and use of a PC and use of email to communicate.
19. For those assigned on roaming (vehicle or foot) patrols, such as the Utility sites (sumps and treatment plants)
20. Administrative duties including: paperwork, IOUs, etc. as required per site.

Contractor shall ensure that while on duty at any City facility, Guards will not:

1. Carry firearms, batons, handcuffs, knives, saps, brass knuckles, stun-gun, taser, oleoresin capsicum (pepper) spray, or any tear gas agent at any time while on-duty. This includes, but is not limited to, the employee's vehicle or locker at any City site.
2. Listen to radios, police scanners, or any other audio medium that is not directly job-related.
3. Watch television.
4. Read any materials which are not job-related.
5. Use City telephones, computers, or any other electronic equipment except for City business.
6. Depart their assigned duty area(s) until they have been properly relieved (under no circumstances shall any assigned duty area be left abandoned without City approval).
7. Entertain social visits (personal or professional).
8. Allow personal visitors to remain on-site awaiting shift completion.
9. Sleep.
10. Be under the influence of illegal drugs or alcohol.
11. Be under the influence of any prescribed or over-the-counter medications which inhibit job performance in accordance with the specifications set forth herein. The City shall be notified by the Contractor of all guards taking medicine and the type of medication being taken.
12. Display discourteous, abrupt, abrasive, or belligerent attitude at any time.
13. Perform duties inside of personal vehicles.

DOUBLE SHIFTS, EXTENDED SHIFTS

Contractor shall avoid allowing employees to work more than one normal 8-hour shift per day at City assignments. If an emergency situation requires that an employee work longer than one normal 8-hour shift, the City Site Manager must be notified immediately. Off-duty peace officers or security guards of other jurisdictions may be employed by the Contractor, provided their work under the City contract is only on their days off from their other positions.

MANAGEMENT TEAM

The Contractor must assign an experienced Manager who shall be responsible for assuring that all requirements described in this Invitation for Bid and resulting contract are fulfilled.

SUPERVISION

Personnel assigned to work under the contract must be supervised by the Contractor on a daily basis, 24 hours per day, and 7 days per week. Supervision must include a physical inspection of security personnel and of the contract sites by shift supervisors at a minimum of once each shift, each day, 7 days per week. A daily report of absences, tardies, incidents, or any other points of interest must be kept and provided to the City site supervisor.

COOPERATION WITH SACRAMENTO POLICE DEPARTMENT AND OTHER PUBLIC SAFETY AGENCIES AS NECESSARY.

Contractor and assigned contract personnel are required to cooperate with City of Sacramento Police Department, and all other public safety agencies at all times.

REPLACEMENT PERSONNEL, TEMPORARY ASSIGNMENTS, AND PERMANENT PART-TIME ASSIGNMENTS

The Contractor shall provide replacement or additional personnel, for either temporary or permanent assignments, upon two-hour advance notice when requested by the City to do so. No temporary ("non-standard hours") assignment shall be for a duration of less than four hours (should any assignment be for less than four hours, the Contractor will be compensated for a minimum of four hours). Permanent part-time assignment shifts shall be not less than four hours per shift.

BACKGROUND CHECKS

City reserves the right to review the personal background and to conduct security clearance background checks on all personnel assigned under the contract, including the right to review the Department of Consumer Affairs' records of security companies and their staff. The city may choose to delay the start-date of an individual until all applicable background checks can be completed and reviewed.

INSPECTION ROUNDS / VERIFICATION OF INSPECTION ROUNDS

The City will specify the sites at which inspection rounds are required to be performed by the security personnel, including the locations to be visited by the security personnel and the frequency-per-shift when making those inspection rounds. For each City site at which security personnel are required to conduct inspection rounds, Contractor shall provide a method for verification that the inspection rounds are performed. The verification system is to be provided at no additional cost to the City and must, at a minimum, provide identification of specific locations visited by the security personnel and the dates and times at which those visits are made.

The verification system must be capable of all-weather operation, and is to be used at all times on all sites where inspection rounds are required. The verification system must be "user-friendly" and allow for ready retrieval of information about inspection rounds. If the Contractor's system is real-time web-based, the contractor shall provide cellular phones to access monitoring system. The City site supervisor shall have access to contractor's system and shall receive regular reports. If the Contractor is required to provide the PC(s) or cell phones, the cost of the PC and its installation will be negotiated between the Contractor and the City. Regardless of the platform on which the rounds verification system operates, it shall be capable of providing inspection rounds verification information on an "on-demand" basis at the City site at which the rounds are performed.

The contractor is responsible for ongoing maintenance and proper operation of the inspection rounds verification systems at all locations where they are installed. In the event of a system failure, or failure of any system components, the contractor is to correct the problem(s) and return the system to full functionality within twenty-four (24) hours. Failure to take such corrective action within the time specified, or failure of security personnel to properly carry out assigned rounds based on information provided by the rounds verification system shall be grounds for the City to claim a "service credit" of up to one complete shift.

Not all sites require inspection rounds. The requirement for inspection rounds may be added to or deleted from any site at any time, and may be included in any new sites added. Any and all changes, additions, or deletions of inspection rounds or the frequencies thereof are to be provided at no additional cost to the City.

INCIDENT REPORTS / VISITOR LOGS

The Contractor shall furnish each City site client contact with electronic incident reports whenever there is a security breach, law or rule violation, injury, or any other incident that requires the City's knowledge or attention. Such reports shall be delivered to the site client contact as soon as possible following the end of each shift. Some City sites may require the assigned security guard on each shift to maintain a visitor sign-in record, to notify City personnel of visitors, and to distribute visitor passes.

SECURITY REVIEWS / OPERATING PROCEDURES

Upon request of the City at any time during the course of the contract, and at no additional cost to City, the Contractor

shall: 1) Review and assist City in amending current standard operating procedures pertaining to the guard posts; 2) Provide complete orientation and training to personnel to be assigned; and 3) Review security company operating procedures with the City designee and/or the City Police Department.

The Contractor shall review security operations with the City designee on a monthly basis (or as otherwise requested by City designee), so that operating procedures can be updated as often as necessary to ensure the optimum level of security, service, and cooperation.

POSTING OF GUARD DUTIES (POST ORDERS)

The Contractor, working with City's site supervisors, shall prepare and deliver to the City a complete listing of guard post duties and descriptions (post orders) for each City site covered under the contract within thirty (30) days following the start date of the contract. The post orders shall be provided to the City for approval prior to posting. Thereafter, the Contractor shall maintain and update the post orders as necessary, and ensure that they are posted in a conspicuous location at each City site. The Contractor shall be responsible for ensuring that the relevant post orders are reviewed with and understood by each security guard prior to assignment at any City site.

SERVICE GUARANTEE CREDIT

The Contractor is to guarantee that security officers assigned to City sites report on time, fit for duty, in proper uniform, properly instructed, oriented, and supervised. The Contractor is also to guarantee that City security issues are identified and receive proper response, and that the Contractor communicates regularly with each site supervisor (monthly or as otherwise requested by site supervisor) for sites at which security guards are regularly assigned. If at any time the Contractor (including any of Contractor's guards assigned to any City site) fails to provide services as described above, the Contractor shall issue a "service guarantee credit" to the City. For such failures, the amount of each such service credit shall be the cost of eight (8) hours of service at the billing rate charged for the highest-ranking security officer assigned to the subject site and shift for each incident of failure. For failure to provide required inspection rounds, or verification reports thereof, the contractor shall be required to provide a service credit for up to eight (8) hours of service at the billing rate charged for the highest-ranking security officer assigned to the subject rounds, based on the client site supervisor's judgment of the magnitude of failure. The City may request Service Credits up to 90 days after becoming aware of the incident.

MOBILE PATROL

Contractor must provide mobile patrol services upon request of the City. The contractor is responsible for providing the necessary personnel and vehicle(s) for the mobile patrol services. Unless otherwise requested or approved by the City, personnel assigned mobile patrol duties under the contract shall be of the Lieutenant classification. Unless otherwise requested or approved by the City, all vehicles used for mobile patrol services under this contract are to be clearly marked with the contractor's company logo and/or other such markings that clearly identify the vehicle as a private security patrol vehicle. Upon request of the City for additional mobile patrol services that require the contractor to provide additional vehicle(s), contractor will be allowed two (2) business days following the request to commence the required services.

COMMUNICATIONS

Contractor must provide for and maintain two-way communications with all security guards assigned under the contract. Contractor must provide each security guard with a properly functioning two-way communication device such as cell phone or radio and the Contractor must maintain a central communications center that is staffed 24-hours-a-day, seven-days-a-week. The two-way communications system shall allow all security personnel assigned under the contract to contact the central communications center at any time. The central communications center shall be capable of contacting all security personnel assigned under the contract at all times and it shall be capable of simultaneously contacting the Sacramento City Police Department, Sacramento Fire Department, and other public safety agencies as necessary. Failure to equip any guard assigned under the contract with a properly functioning two-way communication device at any assignment shall constitute grounds for a full-shift "service credit"

Guards and site supervisors will coordinate to establish a list of emergency contact telephone numbers, including the local

law enforcement agency, fire, paramedics, and ambulance.

COOPERATION WITH LAW ENFORCEMENT OFFICERS:

In the event of an incident at a City facility, assigned personnel shall cooperate with city and/or state/federal/county law enforcement officers. For the most part, assigned personnel shall only observe and report.

NON PROFESSIONAL SERVICES AGREEMENT

The bidder(s) recommended for this award will be required to sign the Non Professional Services Agreement found at the following URL: [http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/standard-agreements/NPSA Over \\$25k.pdf](http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/standard-agreements/NPSA%20Over%20$25k.pdf)

Proposers are responsible for reading and understanding the Non Professional Services Agreement's requirements, terms and conditions prior to submitting their proposals.

USE OF CITY EQUIPMENT:

At no time shall assigned personnel use City telephones or other equipment for non City or personal business without prior approval by the facility site supervisor. Unauthorized use of any City equipment may be cause to terminate the guard from city assignment.

PARKING FEES:

The City will not accommodate any discounts for parking in City garages for the Contractor. All guards will be responsible for paying for parking when necessary. The contractor may cover parking fees for their staff at their own discretion.

ADDITIONAL PERSONNEL AND SCHEDULE CHANGES:

Contractor shall assure City that Contractor will maintain a reasonable number of fully trained backup personnel ready to assume assignment at various City locations upon request. The City reserves the right to make schedule changes upon 48-hour advance notice to Contractor.

DEFAULT BY CONTRACTOR:

Contractor may be considered in default of the contract under any one or more of the following circumstances and City may demand a Service Guarantee Credit for each violation of the Agreement as well as forming a basis for breach and damages.

1. Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
2. Failure of Contractor to provide service within the time frame agreed upon after notification to do so (pertains to staffing at new City sites).
3. Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions.
4. Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any City facility.
5. Submission of inaccurate or falsified invoices, incident reports or time sheets by Contractor.
6. Involvement in a fraudulent or illegal act against the City by an employee of the Contractor, whether or not he or she is considered "on duty" by the Contractor.
7. Failure of Contractor to maintain the required insurance policies in full force and effect.
8. Failure of Contractor to maintain the required performance bond in full force and effect.
9. Failure of Contractor to remove a particular employee from performing on the contract, at the City's request.
10. Failure of Contractor to fulfill any other obligation contained in the contract award.
11. Failure of Contractor to maintain licenses and permits as required any by governmental entities.

Failure of City to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until City calls a formal default and demands remedy.

Remedies in Case of Default: Shall City determines a contractor to be in default of the contract, the determination shall be final. In such event, City may proceed, but is not limited to, with the following:

1. Instruct Contractor to immediately correct the deficiency causing the default.
2. Demand a Service Guarantee Credit.
3. Terminate the contract.

PERFORMANCE BOND:

The successful contractor(s) will be required to provide a performance bond to the City prior to contract execution. The performance bond will be valued at 50% of one year's estimated service cost. The performance bond will be required to be renewed annually for the life of the contract.

City Schedule of Posts and Hours			
Summary Listing			
Post No.	Post Name	Post Address	Estimated Weekly Hours
1	Crocker Art Museum	216 O St	551
2	24th St Corporation Yard	5730 24th St	168
3	28th St Corporation Yard	20 28th St	168
4	Capitol Garage	1126 11th St	82
5	City Cemetery	1000 Broadway	56
6	City Hall	915 I St	318
7	City Hall Garage	914 11th St	168
8	Hart Senior Center	915 27th St	40
9	Historic City Hall	915 I St	49.5
10	Marina	2710 Ramp Way	28
11	Meadowview City Service Complex	2812 Meadowview Rd	168
12	Memorial Garage	1401 H St	168
13	Mobile Patrol	City Garages	168
14	North Area Corp Yard	918 Del Paso Rd	168
15	Old Sacramento Garage	201 I St	74
16	Sacramento Convention Center	1400 J St	336
17	Tower Bridge Garage	135 Neasham Circle	74
18	300 Richards Blvd	300 Richards Blvd	45
19	Mobile - Lots	Sacramento Control Center	56
20	Quick Win's Oak Park	2425 Martin Luther King Jr Blvd	60
21	Amtrak	401 I St	65
22	City Parking	501 J St	50
23	Security Supervisor	915 I St & Various Others	40
	TOTAL ESTIMATED HOURS PER WEEK.....		3100.5

Note: The above listing constitutes an estimate of current service needs and is a combination of hours of various personnel classifications. The total number of hours is subject to addition, increase, decrease, or deletion at each location and in total. Some sites may from time to time require additional hours on and “as needed” basis. The City and/or affiliated organizations are under no obligation to guarantee a minimum number of hours at any site, or in total, and expressly reserve the right to change hours and to add or delete sites and hours as necessary.

POST ORDERS (DUTIES) AND OPERATING PROCEDURES:

Prior to staffing an account, Contractor shall provide the following at no additional expense to the City.

1. Meet with the facility site supervisor and review current security guard post orders (duties) and operating procedures;
2. Amend current post orders and operating procedures, as necessary, to the mutual agreement of both parties, in writing;
3. Hold an orientation/training meeting with assigned personnel, at which time they shall be given a written copy; and,
4. Provide a written copy to the facility site supervisor.

Contractor shall establish a specific set of post orders and operating procedures for each City facility. These post orders and operating procedures shall be completed within twenty-one (21) days following the contract start date. Contractor shall not seek additional monies from City for establishing the post orders and operating procedures. Note: When a City facility utilizes on-site police officers, the established post orders and operating procedures are subject to the approval of the Police Department.

REVIEW OF POST ORDERS, PROCEDURES & PERFORMANCE:

Contractor shall review the security guard post orders, operating procedures, and performance of security guards with each facility site supervisor on a quarterly basis (sooner if required by the facility site supervisor). Post orders and operating procedures shall be updated as necessary to ensure an optimum level of service and documentation of post orders and procedures. Any revisions shall also be clearly conveyed to assigned personnel, and they shall each receive a revised written copy. The facility site supervisor shall also receive a revised written copy.

5. Proposal Requirements

Submit Proposals Electronically via the City's online bid portal PlanetBids.

Complete and Submit By: February 3, 2020 4:00PM

Each proposal that is submitted for consideration shall include, at a minimum, the RFP Number, Project Name, Company Name, and the information as called for in the section below. To be considered your proposal(s) shall be responsive to all of the items set forth below:

GENERAL: Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a substitute for these requirements but may be uploaded as supporting documents. A qualifying proposal must address all items. Incomplete proposals may be rejected.

PROPOSAL CONTENT: Proposals shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. Additionally, please number your replies to correspond with the questions. For example, if you are replying to 1.f., write 1.f. next to that reply, etc.

1. Company Profile

- a. Founding date (month and year)
- b. Company size – staff and client base (i.e., local, regional, statewide, etc.)
- c. Types of Services provided
- d. Number of years providing service within the City of Sacramento.
- e. Organizational chart – Submit a copy of your company's organizational chart(s) – corporate and local levels as applicable. Local organizational chart shall include names of managers.
- f. Licenses and permits – Submit a copy of all applicable licenses and permits (business and private patrol operator licenses, etc.) for your company's operation in the Sacramento area.
- g. Location of the office from which the work will be provided and the staff allocation at that office
- h. Identify the key individuals who will be managing the work. Include their names, titles, qualification, experience, and current responsibilities. Identify the account manager; include his or her e-mail address, telephone and cellular numbers.
- i. Identify all available equipment, programs and systems to perform the work, i.e., 24-hour Communications Center, Tour Confirmation System (currently Vision) or Tracking System such as Vision (currently used) or similar to monitor security rounds cellular phones with 2-way radios, License Plate Recognition (LPR) Software, etc.
- j. Tracking System must include non-replicable tokens and provide electronic record keeping and notification of schedule changes, absences, incidents, missed schedule sequential tours, notes, breaks lunches, start and end times, etc. and must be viewable by the City.
- k. How many employees does your company currently have?
 1. Number of full-time employees:
 2. Number of part-time employees:
 3. Number of on-call employees:
- l. List your company's professional affiliations and accreditations.
- m. Description/outline of training program utilized
- n. Standard course for corrective action for employees not complying with contractual obligations

2. References: list three or more clients for whom you have provided similar work. For each of these references, include the organization name, address, the contact person's name, telephone number and e-mail address,

and the time you completed the work.

3. Background Check: Describe in detail the extent of your company's background check on new employees. Who performs the criminal background check, what kind of background check (e.g., fingerprint), and how long does it normally take? For patrol services, does your company also check into the employee's DMV driving record? If yes, please explain the process.
4. Work Plan and Schedule:
 - a. Outline a proposed work plan, schedule, and methodology to accomplish the work – hypothetically for now. Be sure to address whether or not your company is willing to utilize incumbent staff.
 - b. Describe how the interaction between your company and the City will take place to ensure that the work is performed satisfactorily.
 - c. Describe your company's training program for new employees. How long is the initial program training (hours/days/weeks)? Is in-the-field training provided?
 - d. Describe your company's approach to resolving problems that may be encountered on the job.
5. Uniforms and Vehicles:
 - a. How many sets of uniform will each employee receive? Will hats, winter jackets, raingear, safety gear, and safety boots be included? Will uniforms be cleaned for employees? Please include a picture of your company's security guard uniform with your proposal.
 - b. How many vehicles does your company currently have in its fleet to provide patrol services? Are the vehicles specially equipped? Is the company's name and "security service" identified on the vehicles? Please include a picture of a company vehicle with your proposal.
6. Employment Practices:
 - a. Provide a summary of your company's employment policy and/or information about being an equal opportunity employer.
 - b. Discuss your company's employee benefits and recognition programs. Be sure to address medical, dental, vision, vacation, holidays, pension, and recognition.
 - c. Will assigned employees, full-time and part-time receive Company benefits (health and welfare, vacation, holidays, pension, etc.)?
 - d. Can employees with Company health benefits acquire dependent health care for household family members under the Company's Health Plan?
 - e. Discuss your company's security guard training programs and frequency of training. Be sure to address how your company selects and trains security guards. Include with your submittal a copy of your company's policy and procedures regarding any follow-up training. Is the training free to employees?
 - f. Discuss your company's occupational safety and health training programs and frequency of training.
 - g. List any other training that your company provides that is not listed in the training categories of this RFP.
 - h. Discuss your company's drug testing program, and frequency of drug testing.
 - i. Submit information regarding your company's appearance and grooming standards, such as: the hair of both male and female employees must not extend below the top edge of the collar; tattoos should not be visible or covered; etc.
 - j. Identify the Project Team: Identify the personnel that will be assigned to the project, their credentials and their experience with similar projects. Include biographies of the leading team members.

7. Pricing Schedule:

Pricing Schedule(s) must be submitted electronically via the provided fee schedule sheet (Attachment 4).

8. Local Business Enterprise Forms:

The City's Local Business Enterprise Requirement is applicable to this RFP. The Local Business Enterprise program Forms (Attachment 2) must be submitted with your proposal.

9. Qualifications Questionnaire:

The Qualifications Questionnaire (Attachment 3) must be submitted with each proposal. Only proposals from qualified firms will be evaluated.

10. Proposal Submittal Form:

A signed Proposal Submittal Form (attachment 1) must be submitted with each proposal.

Items 1-10 must be submitted electronically and uploaded via PlanetBids.

11. Bid Security:

A bid security in the form of a cashier's check, certified check, or bid bond in the amount of 5% of the first year's anticipated cost (as outlined in the Attachment 3 Qualifications Questionnaire) must be submitted with each proposal.

Bid Security must be mailed to the address below and received by the proposal deadline of February 3, 2020 4:00PM.

**Sacramento City Hall
ATTN: Ashley Petralli, Procurement Division
915 I St, 2nd Floor
Sacramento, CA 95814**

6. Evaluation Criteria

The City will validate and evaluate all proposals received. All requirements identified in this RFP must be satisfied in order to ensure that a proposal will qualify for consideration.

A point system will be used in evaluating the proposals. Departments will need to weigh in what factors are most important to the success of the project to achieve the desired outcome. pricing may not be the most important factor in all projects.

Evaluation categories and points will be as follows:

Proposal Evaluation Criteria	Points
Qualifications: Experience of Firm, Reliability, Dependability, 24-Hour Dispatch Center, Demonstration of Financial Stability, Responsiveness of Assigned Project Manager	40
References: Quality of Services, Promptness of Service, Integrity, Commitment and Expertise of the Contractor, Reliability and Responsiveness to needs of the Customer.	10
Capacity/Capability: Staff Experience, Quality of Equipment, Uniforms, Firm's Ability to staff 23 City Sites, Number of Staff./Guards/Project Manager Assigned to Project.	20
Employment Practices: Training & Ongoing Training, Policies, Insurance, Benefits, Employee Recognition, Accreditations.	30
Competitive Price: 5 Point Increments, proposal with lowest cost will receive 30 points, next lowest, 25 points, etc.	30
Quality of Response: Adherence to RFP Specifications	10
RFP Response: Completeness of Answers to RFP Content Requirements	10
TOTAL:	150

Mandatory Requirements: (Pass/Fail) Proposals will be examined as to whether or not proposers responded in accordance with the following requirements: 1. Proper completion and submittal of required proposal documents. 2. Possesses a valid Private Patrol Operator license from the State of California, Bureau of Security and Investigation Services (BSIS). 3. Possesses a valid Private Patrol permit from the City of Sacramento Police Department. 4. A Dedicated 24-Hour Dispatch Communication Center (Must be a Physical Location) 5. Five years of experience Delivering Security Services. Proposers who do not respond in accordance with any of the above requirements will be immediately disqualified.

At the Completion of the evaluation process, a total point value will be compiled for each proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed or on the point values assigned.

Rejection of Proposals:

The City of Sacramento reserves the right to reject any and all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Sacramento may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City's intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for award.

Withdrawal of Proposals:

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for rejection. No oral, telegraphic or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the proposal's duly authorized representative, and has been filed with the City.

Contract Negotiations

Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by the City. The City will not accept any changes to the standard non professional services agreement.

7. Acceptance of Proposal

The contents of the proposal of the successful Proposer will become contractual obligations to be contained in a formal written agreement. Failure of successful Proposer to accept these obligations in a formal agreement may result in cancellation of the award.

Addenda and Supplements to RFP

If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be provided to all known prospective proposers via the City of Sacramento's online bid portal PlanetBids.

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

It is the responsibility of the proposer to verify addenda and supplements up to the RFP submission date and time.

Contractor Responsibilities

The Contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.

Licenses

The Contractor shall be required to obtain any necessary licenses and shall comply with all Federal, State and local laws, codes and ordinances without cost to the City.

Non-Waiver of Defaults

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the contract, shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to award of the contract.

Information about the Business Operations Tax Certificate may be obtained the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

Contractual Obligations

The standard City of Sacramento Professional Services Agreement includes, but is not limited to, the requirements shown in the attached sample contract. Proposer should review the contract and indicate in the proposal the extent to which Proposer can and is willing to comply with each and every provision of the attached contract. This Request for Proposal together with Proposal's response shall be incorporated into the final contract.

Non-Professional Services Agreement

The proposer(s) recommended for this award will be required to sign the Non-Professional Services Agreement. The Agreement can be found at the following URL: [http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/standard-agreements/NPSA Over \\$25k.pdf](http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/standard-agreements/NPSA%20Over%20$25k.pdf) Proposers are responsible for reading and understanding the Agreement's requirements, terms and conditions prior to submitting their bids.

PRICING SCHEDULE

Contract period: 1 year contract with a potential for 4 one-year renewal periods

<u>Item</u>	<u>Est. Annual Hours</u>	<u>Description/Title</u>	<u>Hourly Rate*</u>	<u>Extended Rate</u>
1.	122,350	Security Guard I	\$ 24.56	\$ 3,004,916.00
2.	13,650	Security Guard II	\$ 24.95	\$ 340,567.50
3.	9,000	Sergeant	\$ 27.30	\$ 245,700.00
4.	5,200	Lieutenant	\$ 29.05	\$ 151,060.00
5.	2,080	Site Manager	\$ 49.13	\$ 102,190.40
6.	6,500	Additional Services (<i>estimated</i>)	\$ 36.84	\$ 239,460.00
7.	11,648	Mobile Patrol with cost of vehicle included in rate (<i>estimated</i>)	\$ 25.59	\$ 298,072.32
			Total	<u>\$ 4,381,966.22</u>

***Price Schedule Hourly Rates includes 2020 living wage rates**

Annual Increases**

First Year Increase Rate	<u>0 %</u>
Second Year Increase Rate	<u>3 %</u>
Third Year Increase Rate	<u>3 %</u>
Fourth Year Increase Rate	<u>3 %</u>
Fifth Year Increase Rate	<u>3 %</u>

Annual Increase/Extended Rate (Est.)

\$4,381,966.22
\$4,513,425.21
\$4,648,827.96
\$4,788,292.80
\$4,931,941.59

\$23,500,000.00 Est. Total

****If annual increase in living wage exceeds the quoted amount for annual increases, the vendor will be allowed to increase rates to match the living wage increase.**

Response to
City of Sacramento
Request for Proposals P20061521001
for

ORIGINAL

Unarmed Uniformed Security Guard Services
Due Monday, February 3, 2020, by 4:00 p.m. Local Time



Presented To
City of Sacramento

Presented By
Erik Homan, Business Development Manager
Allied Universal Security Services
Phone: 831.682.3335 | Email: erik.homan@aus.com
www.aus.com/gov

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February 3, 2020

City of Sacramento

Dear Members of the Evaluation Committee:

Allied Universal Security Services (Allied Universal or Company) is proud to participate in the **City of Sacramento Request for Proposals for Unarmed Uniformed Security Guard Services**. The Company has been a resident business in the **City of Sacramento** since **2002** and today deploys more than 1100 uniformed, trained, security professionals. The Company first began operating in the **State of California** in **1965**.

Allied Universal has carefully reviewed the materials in the RFP. As pricing is not the only criteria for making a recommendation to award, the Company believes it offers the City the best value possible, having the **capability, manpower, technology, training, human resources and financial capital in place** to perform from Day 1 the described work immediately upon contract award.

We understand the local labor market; our compensation and retention plans reflect the competitive labor market, which will ensure the best staffing for the contract. With low unemployment rates, the local region can be a challenging labor market that only a company with robust recruiting capacity can compete in.

The Company offers substantial experience and specialization in serving governmental entities nationwide at every level: Municipalities, cities, and, and states. As a result, we leverage national best practices from existing programs and bring ideas and innovation to each client's future growth. Allied Universal's offer includes several unique advantages:

- **PROOF POINT 1:** Allied Universal currently provides security services for over 300 clients with a similar scope of work nationwide.
- **PROOF POINT 2: Sacramento branch office** supported by local resources including general manager, director of operations, dedicated trainer and recruiters, HR manager, billing and payroll support, and contracts and compliance manager, ensuring each contract receives the attention it deserves--locally.
- **PROOF POINT 3: Contract Compliance, Budget & KPI Management.** The Company conducts operational business reviews to document fulfillment of contract requirements. These meetings cover topics such as *key performance indicators*, invoice and billing accuracy, training, post orders, trends and turn over.
- **PROOF POINT 4: HELIAUS®** - It is not just a tour or incident management system, but a comprehensive workforce management solution with Artificial Intelligence (AI) technology at its core.

We hope the City looks favorably upon our submittal and will consider this proposal a platform for additional conversation and collaboration.

Sincerely,

Erik Homan

Erik Homan, Business Development Manager
Allied Universal Security Services
(P) 831.682.3335 | (E) erik.homan@aus.com

WELLNESS & SAFETY PLEDGE

Allied Universal's product is our people – our most valuable asset. We consider no part of our operations more important than the wellness and safety of our employees. To that end, Allied Universal is committed to providing all employees with a safe and healthy environment in all work areas and at all client sites, in compliance with all federal and California laws.

Meal Breaks

In general, non-exempt employees who work more than 5 hours per day must be provided with an **off-duty**¹ meal period of not less than 30 minutes. The meal period must begin before the end of the 5th hour of work.

- If employees work more than 10 hours, a second off-duty meal period of not less than 30 minutes must be provided. The meal period must begin before the end of the 10th hour of work.
- Employees must be **free from employer and client control** and **relieved of all duty**.
- Employees may not be required to remain "on call."
- Employees **must be free to leave the site**.
- Employees **may not be required to carry and/or monitor a communication device**.

Rest Breaks

Non-exempt employees are authorized and permitted **consecutive, uninterrupted, and duty-free** rest breaks of at least 10 minutes (or 15 minutes if specified by a CBA) for every 4 hours worked or major portion of 4 hours worked (more than 2 hours).

- Employees must be paid during rest breaks.
- Employees must be **free from employer and client control** and **relieved of all duty**.
- Employees may not be required to remain "on call."
- Employees must be **free to leave the site**.
- Employees **may not be required to carry and/or monitor a communication device**.

Drinking Water, Restroom Facilities, Shade, Sheltered Eating Area, & Suitable Seating

Employees must be provided with:

- access to **clean, fresh, potable drinking water**, at no cost to the employee
- access to **restroom facilities** with plumbing and adequate hand-washing facilities
- access to safe spaces for **shade**
- an area available for securing or heating food or drink, and a suitable sheltered place to consume food and drink
- **suitable seats** when the nature of the work reasonably permits the use of seats.

Allied Universal proudly partners with clients who are equally committed to the wellness and safety of Allied Universal's employees and compliance with all federal and California laws. Under California Labor Code Section 2810.3, each client shares with Allied Universal all liability for labor code violations pertaining to Allied Universal's employees. To that end, we wanted to set forth our mutual goals in this pledge. We thank our clients for their commitment and encourage them to contact Allied Universal with any questions or concerns.

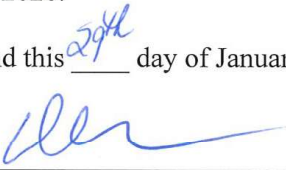
¹ On-duty meal periods are only permitted when:

- The **nature of the work** prevents the employee from being relieved of all duties;
- When there is a **written (and fully revocable) agreement** between Allied Universal and the employee for an on-duty meal period; and
- When a suitable place to eat on premises is designated.

**SECRETARY'S CERTIFICATE for
Universal Protection Service, LP (the "Company")**

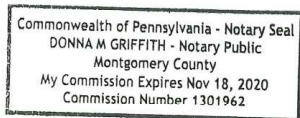
I, David I. Buckman, hereby certify that: (i) I am the Secretary of Universal Protection GP, LLC ("UPGP"), the General Partner of Universal Protection Service, LP, d/b/a Allied Universal Security Services with an address of Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428, (ii) Steven S. Jones is President and CEO of UPGP, Andrew Vollero is Senior Vice President, CFO and Treasurer of UPGP and I am the General Counsel, Executive Vice President and Secretary of UPGP, (iii) by the Partnership Agreement of the Company I am duly authorized and empowered and hereby designate Michael Smidt, a Regional President of UPGP, as an individual who can execute security service contracts and proposals on behalf of the Company, including all documents relating to Request for Proposals RFP No. P 20061521001 issued by the City of Sacramento, California on January 6, 2020.

In witness whereof, I have set my hand this 29th day of January 2020.



David I. Buckman
Secretary

The aforementioned Secretary's Certificate was subscribed and sworn to (or affirmed) before me this 29th day of January, 2020 and the signature is personally known to me.



Stamp of Notary

Donna M. Griffith
Print name

Donna M. Griffith
Signature

1 / 29 / 2020
Date

1. Company Profile

a. Founding date (month and year)

Universal Protection Services, founded 1965.

The parent companies of **Universal Protection Services**, founded in 1965, and **Allied Barton Security Services**, founded in 1958, and Universal Protection Services, merged in August of 2016 to form **Allied Universal Security Services**.

Universal Protection Service, LLC, formed in **Delaware** on **October 25, 2011**, as **Security Forces, LLC**, changed its entity name to **Universal Protection Service, LLC**, on **July 11, 2012**. Universal Protection Service, LLC, is wholly owned by its parent, Universal Protection Service, LP, which was formed in California on December 31, 2009.

These entities took on the trade name “**Allied Universal Security Services**” in **August 2016**.

b. Company size – staff and client base (i.e., local, regional, statewide, etc.)

The Company is qualified to do business in **all 50 states**, the U.S. Virgin Islands (St. Croix), **Puerto Rico**, **Canada**, **Mexico**, **South America** (Honduras, Nicaragua) and the **United Kingdom**. A complete and detailed list of offices can be found at www.aus.com/offices.com.

The Company operates from 180 branch offices across the United States, with dual corporate headquarters in **Santa Ana, CA**, and **Conshohocken, PA**, a suburb of Philadelphia. The Company employs approximately **200,000** in the United States and **230,000** globally.



Allied Universal’s unique advantage is an ability to deliver responsive security services at the local level, with the benefit of a national support network. Armed and unarmed, trained security professionals, managers and support personnel provide security services to more than **40,000** client locations and communities with reliable protection, customized programs and unparalleled customer service.

The Company maintains dual corporate headquarters on both the west and east coasts.

Corporate HQ West	Local Response in Sacramento	Corporate HQ East
Allied Universal Security 1551 N. Tustin Ave., Suite #650 Santa Ana, CA 92705 Phone: 866.877.1965	Allied Universal Security 8950 Cal Center Drive, Suite 115 Sacramento, CA 95826 Phone: 916.448.0400	Allied Universal Security Eight Tower Bridge 161 Washington St., Suite 600 Conshohocken, PA 19428 Phone: 484.351.1300

www.aus.com
govservices@aus.com

We Are There for you.™

Allied Universal provides unparalleled service, systems, and solutions to serve, secure, and care for the people and businesses in our communities.

Allied Universal Government Services

Allied Universal is recognized by our clients as the industry leader, specializing in force protection and access control to municipal, state and federal government facilities and agencies, including:

- Airports
- Business Improvement Districts
- City Administrative Services
- Consulates/Embassies
- Courts
- Federal, Civilian and Defense Contractors
- Federal Government Agencies
- International Financial Agencies
- Municipal, County and State Agencies
- Ports/Port Authorities
- Public Utilities
- Transportation/Transit Authorities

Government Services Division provides more than...

- AUS provides more than **26,000,000** man-hours of armed and unarmed security services to municipal, state and Federal government facilities nationwide annually
- **15,000** specially trained Government Services contract officers
- More than **300** municipal, state, and Federal customers
- Nearly **1,000** government facilities; up to **300 plus** locations under a single contract.
- Dedicated Subject Matter Experts

From this experience, the Company fully understands the complexity of maintaining compliance with rules and regulations while providing the required security services and the need for qualified officers. While each client contract is unique in scope and size, typical facilities the Company secures include:

- City Hall, County Courthouse Complex, State Capitol Complexes and Federal Facilities
- Courthouses
- City and County Agencies
- City and County Health facilities & Hospitals
- County Juvenile Assessment Centers
- City/County Water and Utilities
- Parking Facilities
- Data Centers

- City/County/Federal Child Care Centers
- Motor Vehicle and other Licensing Facilities
- Social Security and Human Services Centers

The following graphic shows some of the many locations Allied Universal provides similar services.






The following table lists a sampling of municipal, county, state and Federal clients, the HPW of services provided, and when services began.

	HOURS PER WEEK	CLIENT SINCE
Municipal Clients		
City of New York, NY	38,000	2006
City of Houston	10,000	2019
City of Dallas, TX	2800	2015
City of Las Vegas, NV	600	2000
City of San Antonio, TX	4500	2005
City of Miami Beach	1100	2015
City of Denver Water	1000	2016
City of Arvada, CO	800	2016
County-wide Clients		

	HOURS PER WEEK	CLIENT SINCE
County of Broward, FL	5,000	2010
County of Miami Dade, FL	10,000	2009
County of San Bernardino, CA	6,000	2008
County of San Diego, CA	4,200	2008
County of Los Angeles, CA	36,000	2015
County of San Mateo, CA	2,500	2010
County of Ventura, CA	3,000	2015
Ada County, ID	1,500	2011
Clark County, NV	1,500	2009
Hennepin County, MN	2,500	2014
County of Allegheny, PA	2,400	2012
Adams County, CO	700	2009

The following table provides a sampling of more detailed services with government agencies.

PROGRAM ELEMENTS	Osceola County	Superior Courts of California / County of San Bernardino	City of New York	City of San Antonio	District of Columbia Government	County of San Diego
						
Security Force Headcount	30	52	1200	85	57	122
TYPES OF FACILITIES						
Courthouses	✓	✓	✓	✓	✓	
City Hall			✓	✓	✓	
Recreation & Community Centers	✓	✓			✓	✓
Public Libraries	✓	✓		✓		
Human Services	✓	✓	✓	✓	✓	✓
Healthcare Hospitals Clinics Mental Health Centers		✓	✓	✓		✓
Marinas/Ports		✓	✓			

PROGRAM ELEMENTS	Osceola County	Superior Courts of California / County of San Bernardino	City of New York	City of San Antonio	District of Columbia Government	County of San Diego
						
Airports		✓		✓		
SIMILAR PROGRAM REQUIREMENTS						
Ingress/Egress Access Control/Electronic Door Monitoring	✓	✓	✓	✓	✓	✓
Credential Verification	✓	✓	✓	✓	✓	✓
Command center/ Console Operation and Alarm Monitoring	✓	✓	✓	✓	✓	✓
Magnetometers and package screening	✓	✓	✓	✓	✓	
Facility Escorts	✓	✓	✓	✓	✓	✓
Interior/Exterior Patrols/Garage/Parking Lot Access Control	✓	✓	✓	✓	✓	✓
First Responders			✓	✓	✓	✓
CPR/First Aid Certified Officers	✓	✓	✓	✓	✓	✓
Traffic Control and Parking Lot Enforcement	✓	✓	✓	✓	✓	✓
Quality Assurance Program	✓	✓	✓	✓	✓	✓
Guard Tour System		✓	✓	✓	✓	✓

c. Types of Services provided

The Company offers a wide range of armed and unarmed uniformed security professional services nationwide at various municipal, state, and Federal facilities to include:

- Access Control
- Alarm Response
- Armed Protective Services
- Fire Safety Officers
- Guard Force Protection
- Hazmat Responders

- Canine Teams
- Control Centers and CCTV Operations
- Emergency/Alarm Response
- Detecting, Reporting, Correcting Safety Hazards
- Enforcing Policies/Procedures and State Laws
- Escort Services
- Internal/External Patrols
- Patrol Services (Vehicle, Bike, Foot)
- Recruiting and Providing Cleared Personnel
- Security Technology Solutions
- Terrorism Awareness Training
- X-Ray, Magnetometer, Wand Device Operation

License Plate Recognition Technology

Key Benefits

Enhance Enforcement Productivity through automatic identification of parking infractions.

Increase Compliance by identifying permit or time-limit infractions and scofflaws.

Increase Patrol Coverage by checking more parking zones, more frequently per shift.

Increase Customer Satisfaction by offering better management of on-street and off-street parking.

Maximize Your Investment with a flexible system that easily merges with other technologies.

License Plate Recognition for Parking Enforcement and Management



Why AutoVu for Permit and Time-Limit Enforcement?

Flexible Permit Enforcement – Easily add, edit or remove license plates from multiple permit lists, and manage employee access to each list with user rights features. Get real-time synch and enforcement of many permit types, including:

- residential
- university semester
- employee
- short term transient
- shared permits

Patented Digital Tire Chalking – Safely enforce time-limited parking zones in any weather, without needless confrontations. AutoVu automatically identifies vehicles parked in the same space, block face or district for longer than the allotted time, and advises the operator. Our optional wheel imaging feature



collects additional evidence that the vehicle has not moved between each drive-by, minimizing overturned violations and disputes.

More Time-Saving Features

Fuzzy Matching – Using AutoVu's fuzzy matching module, you can adjust plate matching parameters to your application, minimizing false hits while ensuring you are detecting valid infractions.

Show Due Prompt – With the press of a button, AutoVu will display areas in which vehicles are likely to be exceeding time limit rules based on recent reads, allowing operators to efficiently plot their routes.

Automatic Scofflaw Detection – AutoVu can also simultaneously detect vehicles with outstanding tickets, warrants or expired license plates and optionally notify local law enforcement silently, further increasing operator efficiency.



Complement Your Parking Management Using Fixed LPR

Automate vehicle access control, improve security and collect key business intelligence by mounting LPR units at entry and exit points. Within Security Center, our unified platform, AutoVu can improve vehicle access control and become your first line of defense against potential threats.

Increase Efficiency with LPR-Powered Access Control

– AutoVu-powered access control helps lower congestion at peak hours, reduce the risks of collisions between vehicle and gate, and decrease response time to potential threats.

By reading the license plates of vehicles approaching your facilities and comparing them to lists of plates from employees, suppliers and registered visitors, AutoVu can either open the gate **or alert security officers when an unknown or unwanted vehicle** is detected. Access rules can be adapted based on schedules and **vehicle profiles for exceptions like executives or off-hour shift workers.**

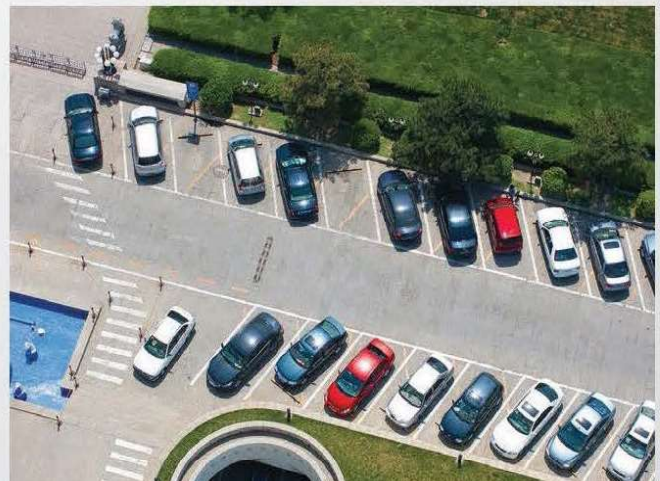
Augment Safety and Security with LPR

– AutoVu Sharp LPR units also include secondary video cameras which can be used as video surveillance cameras within your Security Center system, helping you maximize your investment in security.

Seamlessly combine AutoVu with our industry-leading video surveillance system, Omnicast or integrate LPR with access control, intercom systems, parking gates, traffic lights and other equipment. Then, manage alarms and all security operations through a single unified security platform, Security Center.

Unlock New Business Intelligence and Insights

– Even when access to your facilities is unrestricted, you can use AutoVu to provide insights in parking patterns such as peak hours, visitor loyalty and frequency. AutoVu can instantly alert you when VIPs enter your premises, or when unwanted vehicles are detected, allowing you to react rapidly to the situation.



Additional Technology Solutions

Examples of other current technologies to promote and enhance efficient and smooth security program operations follows:

GSOCaaS

In today's complex threat landscape, real-time situational awareness is critical for security professionals to make decisions regarding the security of assets and operational continuity on a daily basis. Our Global Security Operations Center as a Service (GSOCaaS) offers the latest in threat intelligence monitoring and response tools, social media monitoring, community awareness communications and workforce management common operating platforms to add an additional layer of situational awareness and responsiveness to your security operations.

Available in the Allied Universal® Monitoring and Response Center (MaRC), driving forces of GSOCaaS are:

- **TX360:** situational awareness and threat intelligence (primarily small/mid-market, some enterprise users)
- **ThreatMinder:** web and social media monitoring (common, deep and dark)
- **LiveSafe:** community crowd sourcing, proactive and preventive awareness communications
- **Groupdolists:** GSOC SOP and crisis management digitized policies, procedures and controls
- **HeliaUS®:** all-encompassing, adaptable workforce management solution. With prescriptive analytics driving action, HELIAUS transforms insight into safety and security ROI

These solutions combine with our Monitoring and Response Center analyst and operator infrastructure for powerful technology that can help generate awareness and understanding of threats, minimize or prevent risk and improve personal and asset safety and assurance of business continuity. The new GSOC offerings also include mobile safety communications software and a platform that digitizes and harmonizes Security Operations Center operating procedures and processes.



A distinction of these cloud-based platforms is that they are completely customizable and scalable. Affordable and easy to deploy, they provide options for customers' current and future needs, as technology is integrated into their security programs gradually or as a full capacity GSOC ecosystem.

Allied Universal® offers these new GSOCaaS products in several configurations: on a stand-alone basis, bundled together as a package that can be managed from a customer's on-premise Security Operation Center, or as a fully-outsourced service through our Global Security Operations Center managed at the Allied Universal® MaRC. With this flexibility, several integration options are available to fit unique security program requirements.

GSOC and GSOCaaS Capabilities

As important as the tools and technology used to provide the intelligence and awareness information aggregation, an organization's Global Security Operations Center's (GSOC) human assets and resources are as critical, if not more, to the analysis, reporting, and communication of critical events and managing all physical and operational information work flow.

Through our MaRC, a focused recruiting operation provides specialized sourcing of GSOC operators and analysts that can be dedicated at a client's location or reside inside the MaRC. The MaRC provides a managed services model with GSOCaaS operators who can be dedicated or partial resourced, focused on pre-defined customer physical and/or operations, information analysis, alarm or event response and critical incident reporting.

Monitoring and Response Center

Allied Universal® combines the monitoring of physical security systems such as access control, video surveillance, and intrusion detection devices with the operational security platforms including critical incident management. These services, based in the Allied Universal® Monitoring and Response Center (MaRC), provide a cost-effective approach for all of your surveillance and response needs.

Leveraging video analytics with real-time, event-based monitoring our Security Intervention Specialists, the MaRC provides customized solutions that are scalable, reliable and efficient. Remote Video Monitoring solutions improve security operations through enhanced services, deter theft, and mitigate the criminal element. We offer 24/7 monitoring and management of your access control systems through our hosted or managed solutions. We can design, build, and operate an on-premise GSOC or the City can outsource this function through the Company's MaRC.

Allied Universal® provides complete solutions, including installation and support for cameras, access control systems, traditional alarms, and remote audio features. Using the most efficient video analytics systems on the market, Allied Universal® MaRC services enable you to record and transmit video alarms to deter and mitigate threats through on-premise surveillance of cameras. Based on your unique security protocols, any correlating events are monitored in real time by experienced Security Intervention Specialists at the MaRC and escalated for response. Video monitoring solutions integrate into the enterprise security program and force multiply GSOC capabilities with proactive services.

Key Features

- Focused response to alerts - 24x7 real-time
- Guided (protocol based) alarm-to-event resolution
- Immediate event analysis
- Perimeter and virtual fence monitoring
- Appear/disappear detection

**Reducing Security Spend with
Remote Video Monitoring (RVM)
and Edge-Analytics**



Automated Robots

Allied Universal® partners with robotic security companies to provide solutions that lower risk, boost productivity and enhance safety. These solutions apply machine learning and artificial intelligence to data and analytics to improve situational awareness of security teams with intuitive, browser-based user interfaces.

Knightscope

Knightscope's Autonomous Data Machine (ADM), or robot, is a revolutionary new tool in physical security, asset protection and loss prevention. The ADMs are force multipliers and data gatherers that provide smart eyes and ears on the ground to help protect our clients' customers, property and employees 24/7 - both inside and out. They are designed to perform day-to-day security functions within an area and excel at monotonous, computationally heavy and even dangerous work. They are a force multiplier by adding effectiveness and efficiency to the traditional security officer program.



Knightscope Security Operations Center (KSOC)

With the Knightscope Security Operations Center (KSOC), a browser-based user interface, easily view live streaming video and search all site-specific data collected by each machine, and download relevant content for investigations, analysis and evidence.



Knightscope ADMs

Knightscope's ADMs are designed to autonomously roam a geo-fenced area utilizing numerous sensors and lasers to navigate around people, vehicles and objects in dynamic settings. The ADMs employ autonomous motion and self-driving technologies that allow them to patrol a facility to monitor, record, detect and alert anomalies or situational threats.

The K1 is a stationary unit with similar detection capabilities as the K3 and K5. It's used in key areas, indoors and outdoors, that require constant monitoring and detection, freeing security officers to perform other duties at a fraction of the cost.

Key Benefits

- Deter crime, identifying/addressing safety and security issues in real time
- Monitor data and receive alerts 24/7 for quick response, visual feedback and data support
- Integrate into current security program, without interruption to security operations
- Expand security coverage without investing in additional manpower and training
- Improve employee safety after hours and during late shifts
- Increase coverage of remote areas without sacrificing security
- Detect and analyze unusual, unauthorized access and assist in crowd and traffic control efforts
- Deliver emergency notifications and instructions to public or employees
- Detect and alert for fires or unusual temperature fluctuations for critical systems

- Capture time-stamped data for historical analysis or pattern recognition

Robotic Assistance Devices (RAD)

Robotic Assistance Devices' (RAD) SCOT™ (Security Control and Observation Tower) and SCOT™ Wally add situational awareness with innovative patrolling, deterrence, forensics and communications. RAD solutions lower risk, boost productivity and enhance safety with sophisticated security capabilities that increase efficiency of security operations and enable security staff to focus on more strategic initiatives.

The RAD SCOT™ is a self-sufficient observation tower designed to expand an organization's security reach instantly. RAD's unique Power System allows SCOT to be quickly placed virtually anywhere for short- or long-term deployments with zero investment/planning in any supporting infrastructure.

RAD's SCOT™ Wally offers most of the SCOT tower capabilities in a smaller solution.

The SCOT Wally is a wall-mounted security interface with visibility up to 110 degrees that is easy to install and deploys RAD's innovative artificial intelligence-powered technologies to enhance an organization's situational awareness, communication and control. SCOT Wally takes full advantage of the RAD software suite and includes all of the features of RAD's original SCOT, with a few differences; making it the perfect security solution for areas where increased visibility is needed at a fraction of the cost.

SCOT devices offer ideal solutions for lobbies, parking structures, campuses or exterior areas and other remote areas.

Key Benefits

- Cost effectively force multiplies security operations
- Real-time video feedback provides 360 degrees of situational awareness
- Strategic deployment helps mitigate risk to human resources and reduces human error
- Enables security, deterrence visibility, forensics and communications in areas otherwise difficult to provide physical security coverage
- Supports critical communication
- Fast and easy implementation—zero infrastructure and minimal up-front investment
- Installs virtually anywhere to expand security service capabilities immediately
- Longest range and highest reliability human detection and facial recognition



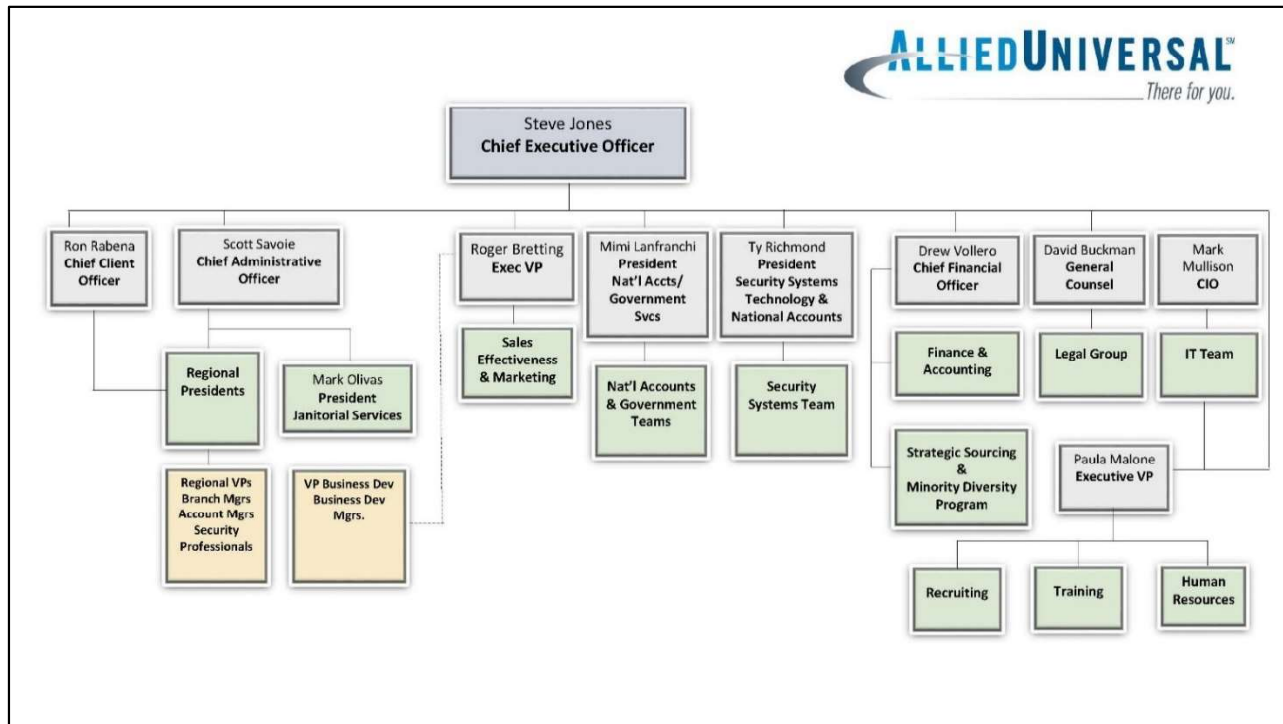
d. Number of years providing service within the City of Sacramento.

The Company has provided security services within the City of Sacramento for 18 years, since 2002.

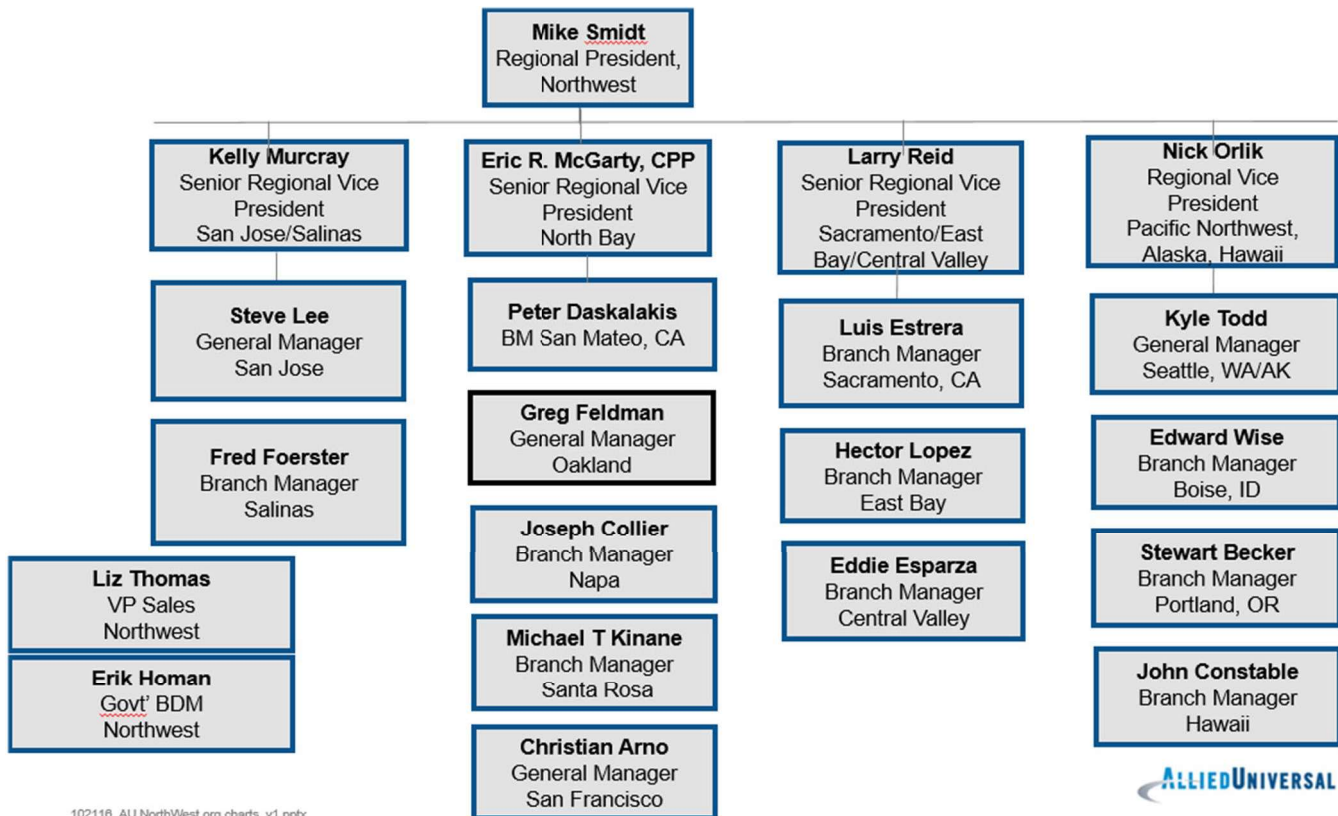
e. Organizational chart – Submit a copy of your company's organizational chart(s) – corporate and local levels as applicable. Local organizational chart shall include names of managers.

The following charts show how the Company is organized provide better service to clients.

Corporate



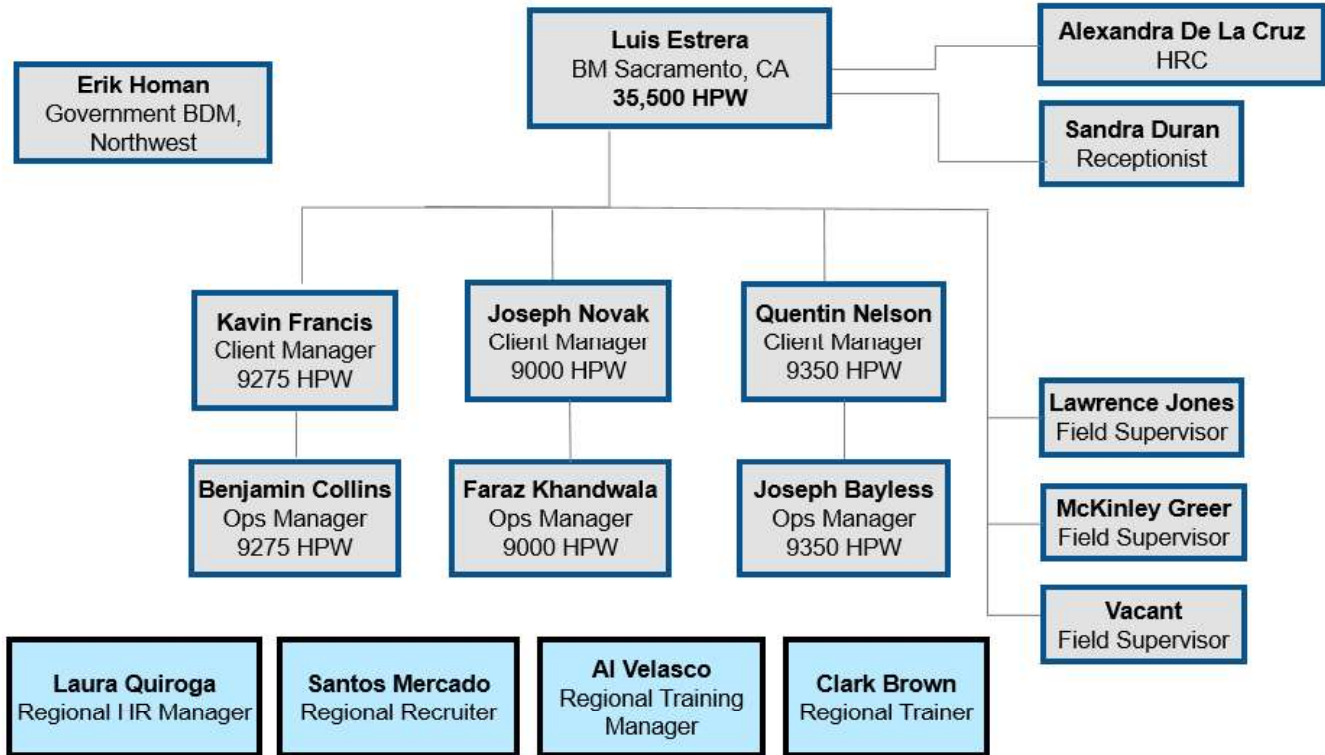
Northwest Region



102116_AU NorthWest org charts_v1.pptx

Sacramento

Larry Reid - RVP– Sacramento, CA



- f. Licenses and permits – Submit a copy of all applicable licenses and permits (business and private patrol operator licenses, etc.) for your company’s operation in the Sacramento area.

The four items below are attached on the following pages.

- State of California Private Patrol Operator License PPO #14417
- City of Sacramento Private Patrol / Security Permit No. 07-037
- Sacramento County Sheriff’s Department Special Business License No. SPB12003-24999
- County of Sacramento General Business License No. GNB32017-01592
- City of Sacramento Business Operations Tax Certificate No. 154739



Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO14417

Valid Until: 10/31/2021

Receipt No. 5440

UNIVERSAL PROTECTION SERVICE, LP
1551 N TUSTIN AVE STE 650
SANTA ANA, CA 92705-8664

In accordance with the provisions of
Division 3, Chapter 11.5 of the Business
and Professions Code, the company
named hereon is issued a Private Patrol
Operator License Renewal.



----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPIPPPO 10/2015

Remove your new Pocket License
from the receipt portion and carry it
with you at all times.

(Please cut along the dotted lines)

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

Bureau of Security and Investigative Services  P.O. Box 989002 West Sacramento, CA 95798-9002 (916) 322-4000		
PRIVATE PATROL OPERATOR		
License No. PPO14417 Expiration 10/31/2021		
PRN OF UNIVERSAL PROTECTION SERVICE, LP UNIVERSAL PROTECTION SERVICE, LP 1551 N TUSTIN AVE STE 650 SANTA ANA, CA 92705-8664		
Signature _____	Receipt No. 5440	

IMPORTANT

1. Please include your license number on any correspondence to this office.
2. Notify the Bureau of any name or address change in writing.
3. Report any loss immediately in writing to the Bureau.
4. Please sign and carry the pocket license with you.

License No.	Expiration Date	Receipt No.
PPO14417	10/31/2021	5440
UNIVERSAL PROTECTION SERVICE, LP		

This is your RECEIPT. Please save for your records.


1204.CERT04P.011117

MUST BE POSTED IN CONSPICUOUS PLACE

CITY OF SACRAMENTO

PRIVATE PATROL / SECURITY

PERMIT



Permit No. : 07-037

Expiration Date: 11/01/2021

BUSINESS NAME: ALLIED UNIVERSAL SECURITY


BUSINESS ADDRESS: 8950 CAL CENTER DR. STE 115, SACRAMENTO, CA 95826

OWNER / MANAGER: LUIS ESTRERA BOT No: 154739

TYPE OF BUSINESS: PRIVATE PATROL / SECURITY

CONDITIONS

1. The Police Department approves the use of the WHITE/ LIGHT BLUE POLO SHIRTS, BLACK JACKET AND BLACK PANTS as shown in the photographs submitted with the application. Any changes of color, scheme, style or insignia of uniforms must be submitted to the Police Department prior to use.
2. Training certificates were not submitted for firearms, mace, and baton. If firearms, mace, and/or baton are to be used by the owner/manager and/or employees, certificates must be submitted to the Police Department for approval prior to use.
3. No dogs are currently being used or authorized for use by this business. If dogs are to be used, proper training certification and health records must be submitted to the Police Department for approval prior to use.
4. The Police Department approves the vehicles currently being used by this business as shown in the photographs submitted with the application. If other vehicles are to be used, photographs must be submitted for approval prior to use.
5. Employers must report quarterly, no later than the fifteenth of January, April, July and October of that year, any changes in employment or permit status. Employers must also submit proof that the Business Operations Tax and Private Patrol Operator have been renewed the first quarter after the forms expire.
6. This permit will remain in effect until such time as the name of the business changes, the business is sold to another owner, partners are added or deleted, there is a change in principle location, the date of expiration on the permit, or if this permit is revoked for cause by the Chief of Police.



for DEPUTY CHIEF OF POLICE

SPD 033 (Rev 01/07)



Sacramento County Sheriff's Department Special Business License



**ALLIED BARTON SECURITY SERVICES LP
ALLIED UNIVERSAL SECURITY SERVICES
PO BOX 8000
MONSEY, NY 10952**

License Number: **SPB12003-24999** Expiration Date: **September 01, 2020**

Issue Date: **August 25, 2003**

Owner Name: **ALLIED BARTON SECURITY SERVICES LP
UNIVERSAL PROTECTION SERVICE LP**

Business Name: **ALLIED UNIVERSAL SECURITY SERVICES**

Location: **8950 CAL CENTER DR, STE 150
SACRAMENTO, CA 95826**

Business Activities: **CONTRACT SECURITY GUARD SERVICE**

This License is approved with the following conditions. Failure to comply with the following conditions may result in revocation of this license and civil or criminal penalties.

This license is not transferable. Post in public view in a conspicuous place.

APPL2017-02206

**Scott R. Jones
Sheriff**

Department of Finance, Tax Collection and Licensing
700 H Street, Room 1710, Sacramento, California 95814
phone (916) 874-6644 | fax (916) 874-8909 | www.finance.saccounty.net



County of Sacramento General Business License



UNIVERSAL PROTECTION SERVICE LP
ALLIED UNIVERSAL SECURITY SERVICES
PO BOX 8000
MONSEY, NY 10952

License Number: GNB32017-01592 Expiration Date: **May 22, 2020**
Issue Date: **May 23, 2017**
Owner Name: **UNIVERSAL PROTECTION SERVICE LP**
Business Name: **ALLIED UNIVERSAL SECURITY SERVICES**
Location: **8950 CAL CENTER DR, NO 125
SACRAMENTO, CA 95826-3262**
Business Activities: **PATROL SERVICES, SECURITY**

This License is approved with the following conditions. Failure to comply with the following conditions may result in revocation of this license and civil or criminal penalties.

**License not transferable. Not Valid at any other location.
Post in public view in a conspicuous place.**

APPL2017-02206

Ben Lamera
Director of Finance

Department of Finance, Tax Collection and Licensing
700 H Street, Room 1710, Sacramento, California 95814
phone (916) 874-6644 | fax (916) 874-8909 | www.finance.saccounty.net

MUST BE POSTED IN CONSPICUOUS PLACE

CITY OF SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name: UNIVERSAL PROTECTION SERVICE
 Business Address: 980 9TH ST
 Owner: JOLINI CORPORATION
 Type of Business: SECURITY GUARD SERVICES
 Tax Classification: 401

FROM: 10/01/2019
 TO: 09/30/2020

NOV 01 2019
 VOID IF NOT
 VALIDATED

UNIVERSAL PROTECTION SERVICE
 ALLIED UNIVERSAL SECURITY
 PO BOX 8000
 MONSEY, NY 10952

154739

154739

TOTAL PAID: \$7,363.98

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

g. Location of the office from which the work will be provided and the staff allocation at that office

The City's program will be fully supported by the Sacramento branch office, located at:

Allied Universal Security Services
 8950 Cal Center Drive, Suite 115
 Sacramento, CA 95826
 Phone: 916.448.0400
 PPB 6002

The Sacramento branch office deploys approximately 1100 security professionals, supported by 24 managers and 8 administrative support staff.

CO= 6049542
 U= X849451

EQUAL EMPLOYMENT OPPORTUNITY
 2018 EMPLOYER INFORMATION REPORT
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:030803836 EIN :330973846

SECTION B - COMPANY IDENTIFICATION

1. ALLIED UNIVERSAL SECURITY SERVICES
 1551 N. TUSTIN AVENUE SUITE 650 AN
 SANTA ANA, CA 92705

2.a. ABSS - NW (CA) SACRAMENTO
 8950 CAL CENTER DRIVE
 SUITE 115
 SACRAMENTO, CA 95826
 SACRAMENTO COUNTY

c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 561612 Security Guards and Patrol Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	2	2	14	2	0	3	0	1	2	0	0	0	0	0	0	26
PROFESSIONALS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
ADMINISTRATIVE SUPPORT	1	1	2	1	0	0	0	0	0	3	0	0	0	0	0	8
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	110	32	308	222	16	89	4	59	53	173	4	13	3	29	1115	
TOTAL	113	35	327	225	16	92	4	60	57	176	4	13	3	29	1154	
PREVIOUS REPORT TOTAL	88	29	302	219	18	76	0	31	48	106	2	13	5	10	947	

SECTION F - REMARKS

- h. Identify the key individuals who will be managing the work. Include their names, titles, qualification, experience, and current responsibilities. Identify the account manager; include his or her e-mail address, telephone and cellular numbers.

Local Response | National Support

Account Management Model

An Allied Universal® account manager makes a critical difference in the success of the City's security program. The City's needs, culture and organizational goals set the tone for the account manager's priorities. This individual will manage your day-to-day security operations and ensure that your security vision is our security vision. With this resource the City can focus on the higher level needs of its facilities.

Your responsive account manager will:

- Oversee a team of security professionals and supervisors, including hiring/selection of personnel that is the right fit for your environment.
- Manage scheduling, payroll, training, coaching, and development in collaboration with the local support team.
- Be an empowered decision maker who understands your account and can take ownership of changes that need to be made.
- Ensure all required reporting and contract compliance requirements are met, understood and acted upon.
- Deliver impactful solutions that are focused on improving your satisfaction.

You will have an experienced security leader at your disposal every day. Allied Universal account managers have proven themselves in various security professional and supervisory level positions, law enforcement or military and have the experience to serve as mentors for your security team. Our formal employee development processes identify ready leaders in our organization and prepare them for internal promotion. Employees are set on a career path and their progress is tracked before they are recruited into a management position.

Local Response in Sacramento

The Company's **Sacramento branch office** will be the home of the support team behind the employees and managers who will provide security to the City. Support staff and management will have specific knowledge of your security program and market, and will oversee strategy, hiring, training, scheduling, supervision and administration. Branch office managers, recruiters, trainers and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans
- Ordering, fitting and distributing uniforms
- Quality Assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries

Sacramento Branch Office

Allied Universal Security Services

Allied Universal Security Services
8950 Cal Center Drive, Suite 115
Sacramento, CA 95826
Phone: 916.448.0400

National Support

The Company's corporate management team is made up of industry executives who understand your business needs, and have in place the programs and training to ensure clients receive best-in-class services, the **National Support** of our **Local Response**. Centralized functions are housed at dual Company headquarters in Santa Ana, CA, and Conshohocken, PA, a suburb of Philadelphia.

-
- **Accounting Shared Services**
 - **Finance and Accounting**
 - **Human Capital Management**
 - **IT**
 - **Legal Affairs and Compliance**
 - **Project Management**
 - **Purchasing**
 - **Talent Acquisition Team**
 - **Training**
 - **Marketing & Sales Services**
 - **Project Management**

Resumes of Key Personnel are provided on the following pages.

Northern California Leadership



Mike Smidt
President, Northwest Region
Allied Universal®

Mike Smidt's security industry experience spans more than 30 years, and over 15 with Allied Universal®, formed by the merger of AlliedBarton Security Services and Universal Services of America in 2016. As President of our Northwest Region, he has oversight of more than 20 offices, 14,000-plus security professionals, and over \$650 million in annual revenue. He previously served as Managing Partner for AlliedBarton Security Services. Prior to that post, he held senior-level roles at various security companies, including Securitas and American Protective Services, Inc.

Smidt is an executive board member of the California Association of Licensed Security Agencies, Guards and Associates (CALSAGA), and serves as our licensing manager in California for the Bureau of Security and Investigative Services (BSIS). He has also been a member of ASIS International since 1992.

His educational background includes being a graduate of the International Security Management Association's Executive Leadership Program from Georgetown University; the Barton Protective Services Leadership Institute; and Securitas Executive Training.

Smidt earned his B.S. in Business Administration from California State University, Sacramento.

Government Services Subject Matter Expertise



Charles Bohnenberger
Vice President, Government Services
Allied Universal

Charles Bohnenberger entered the private security industry more than a decade ago, bringing nearly 30 years of experience in the public and private sectors. He leads Allied Universal's business in the local, state and federal government markets to provide security services to public agencies. He is responsible for contract compliance, financial performance, service offerings and brand development in such specialties as airports, port facilities, transit systems, government-owned utilities, courthouses and federal government facilities.

His experience in the public sector includes serving as a senior advisor to Pennsylvania Governor and former US Secretary of Homeland Security Tom Ridge, and as an appointee in the George H.W. Bush Administration serving on the White House staff. His private sector experience includes serving as Senior Consultant with IBM and as IBM's liaison to the US Department of Homeland Security, where he coordinated the company's efforts supporting the establishment of that Federal Agency. He has also served as Senior Vice President and Team Leader of Government Banking for Santander Bank.

Bohnenberger holds a B.A. in Political Science from Villanova University and a Master's Degree in Public Administration from the University of Pennsylvania. He represents Allied Universal as a member of industry-related organizations such as the American Public Transit Association (APTS), the International Association of Chiefs of Police (IACP), the National Sheriffs Association (NSA), and the National Association of Security Companies (NASCO) Federal Protective Service Advisory Council. He holds positions on various committees within these organizations and serves as a subject matter expert to their membership, helping to develop best practices and industry standards.

- i. Identify all available equipment, programs and systems to perform the work, i.e., 24-hour Communications Center, Tour Confirmation System (currently Vision) or Tracking System such as Vision (currently used) or similar to monitor security rounds cellular phones with 2-way radios, License Plate Recognition (LPR) Software, etc.
- j. Tracking System must include non-replicable tokens and provide electronic record keeping and notification of schedule changes, absences, incidents, missed schedule sequential tours, notes, breaks lunches, start and end times, etc. and must be viewable by the City.

As a full service, national security services provider, Allied Universal is prepared to provide the equipment necessary to meet the City's requirements, as described below.

HELIAUS® - The Power of Insight into Action™

HELIAUS® is a revolutionary integrated solution that goes beyond responsive or reactive solutions. It is not just a tour or incident management system, but a comprehensive workforce management solution with Artificial Intelligence (AI) technology at its core.

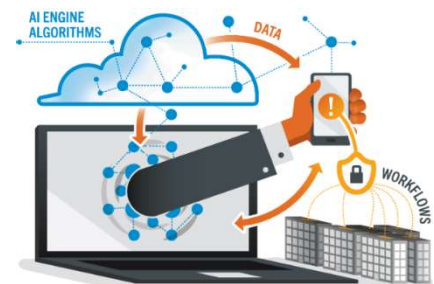
By utilizing prescriptive analysis, HELIAUS® has the power to transform information into the correct preemptive action so you stay ahead of risk, improve decision-making, and drive better outcomes for the City's security program.



HELIAUS® utilizes the AI engine's proprietary algorithms to constantly develop prescriptive analytics to generate risk-adverse recommendations, aligning the right actions at the right time.

How it Works

Data captured by security professionals on tour blends with management insights and AI algorithms to form actionable plans and dynamic workflows. As security professionals continue inputting activity reports through their dedicated mobile devices, HeliAUS® automatically detects trends and prompts management to incorporate new tour routes and inspection points to decrease the risk to your business.



Key features of HeliAUS® that make it the perfect tailored solution include the following:

- **Zone-based site controls**, as pictured to the right, and smart sensors trigger workflow actions for particular areas, giving you and your security management team a level of customization suited to your needs.
- **Automated post orders** ensure that security professionals have immediate access to constantly updated site information and instructions, ensuring that they are always informed and on task.
- **Full mobile integration** allows security professionals to write incident reports, perform safety inspections, log visitors, and more while on the move, keeping your site monitored at all times.
- **User-friendly dashboards** allow security management to track incidents, daily activity, and more, enabling instant visualization of real-time information to allow for easy identification of program efficiency and improvements.



With HeliAUS® at the center of the City's security operations, security professionals are always connected and engaged, situationally informed, and armed with the right recommendations to effectively create safer, more secure environments.

Benefits to the City

HeliAUS® has moved beyond responsive and reactive modes of risk aversion to an adaptable, preemptive, and solutions-based model of protection. Predictive analytics put the security professional in the right place at the right time to avoid incidents before they occur.

Our technology keeps your site information organized and accessible. It is reliable and scalable, with machine-learning doing the heavy lifting in terms of risk identification no matter how large or small your site. It is both efficient, leveraging GPS and customized site models to bring your post orders to life, and effective, delivering cost savings and peace of mind for many industry-leading organizations.



Regardless of the amount of sites, size, or specific events, the HeliAUS® platform has connected security programs with ***proven return on investment and value added, generating millions of dollars of savings through incident prevention and process improvement.***

SAMPLE HELIAUS REPORTS

Unified Activity Report

P 1 Unified Activity Report

Call 770-625-1467, 8AM-6PM
EST M-F with any issues or
Questions

Titan Hyperion (0115448) - #0115448
5700 S Lake Shore Drive, Chicago, IL

DATE RANGE: 07/01/2018 00:00 ~~to~~ 07/07/2018 23:59

Summary

Titan Hyperion - Activities: 222

- Administration - Activities: 110
- - Floor - 1 - Activities: 110
- - - Lobby - Activities: 10
- Generator - Activities: 7
- Main Parking Lot - Activities: 7
- Operations - Activities: 77
- - Floor - 1 - Activities: 77
- Underground Garage - Activities: 21
- - Level - 1 - Activities: 21

ZONE	DATE/TIME	DETAILS	OFFICER
Administration > Floor - 1	07/07/2018 22:45:10	Device: 123000000000004, Event: On Entry, Workflow Type: Range of values, Workflow Name: Thermostat Check, Workflow Description: What is the thermostat temperature?, Unit: Degrees Fahrenheit, Minimum Acceptable Value: 50 (Degrees Fahrenheit), Maximum Acceptable Value: 80 (Degrees Fahrenheit), Actual Value: 60 (Degrees Fahrenheit)	Grayson Reyes
Operations > Floor - 1	07/07/2018 22:05:58	Device: 123000000000004, Event: On Entry, Workflow Type: Range of values, Workflow Name: Thermostat Check, Workflow Description: What is the thermostat temperature?, Unit: Degrees Fahrenheit, Minimum Acceptable Value: 50 (Degrees Fahrenheit), Maximum Acceptable Value: 80 (Degrees Fahrenheit), Actual Value: 60 (Degrees Fahrenheit)	Grayson Reyes
Administration > Floor - 1	07/07/2018 20:56:10	Device: 123000000000004, Event: On Entry, Workflow Type: Range of values, Workflow Name: Thermostat Check, Workflow Description: What is the thermostat temperature?, Unit: Degrees Fahrenheit, Minimum Acceptable Value: 50 (Degrees Fahrenheit), Maximum Acceptable Value: 80 (Degrees Fahrenheit), Actual Value: 60 (Degrees Fahrenheit)	Grayson Reyes
Operations > Floor - 1	07/07/2018 20:07:23	Device: 123000000000004, Event: On Entry, Workflow Type: Range of values, Workflow Name: Thermostat Check, Workflow Description: What is the thermostat temperature?, Unit: Degrees Fahrenheit, Minimum Acceptable Value: 50 (Degrees Fahrenheit), Maximum Acceptable Value: 80 (Degrees Fahrenheit), Actual Value: 60 (Degrees Fahrenheit)	Grayson Reyes
Administration > Floor - 1 > Lobby	07/07/2018 19:12:00	Device: 000007047985319, Event: On Entry, Workflow Type: Standard, Workflow Name: Site Condition > Hazard, Workflow Description: Do you see any hazards?, Response: No	Caden James
Administration > Floor - 1	07/07/2018 18:43:10	Device: 123000000000004, Event: On Entry, Workflow Type: Range of values, Workflow Name: Thermostat Check, Workflow Description: What is the thermostat temperature?, Unit: Degrees Fahrenheit, Minimum Acceptable Value: 50 (Degrees Fahrenheit), Maximum Acceptable Value: 80 (Degrees Fahrenheit), Actual Value: 60 (Degrees Fahrenheit)	Grayson Reyes

Activity Analysis (Monthly Timeframe)

Data Visualization - Activity Analysis

Titan Hyperion (9118448) - #9118448

5700 S Lake Shore Drive, Chicago, IL, 60637

Date Range: 2019/06/01 14:22 to 2019/06/30 14:22

Categories: All Including Gen. Asst.

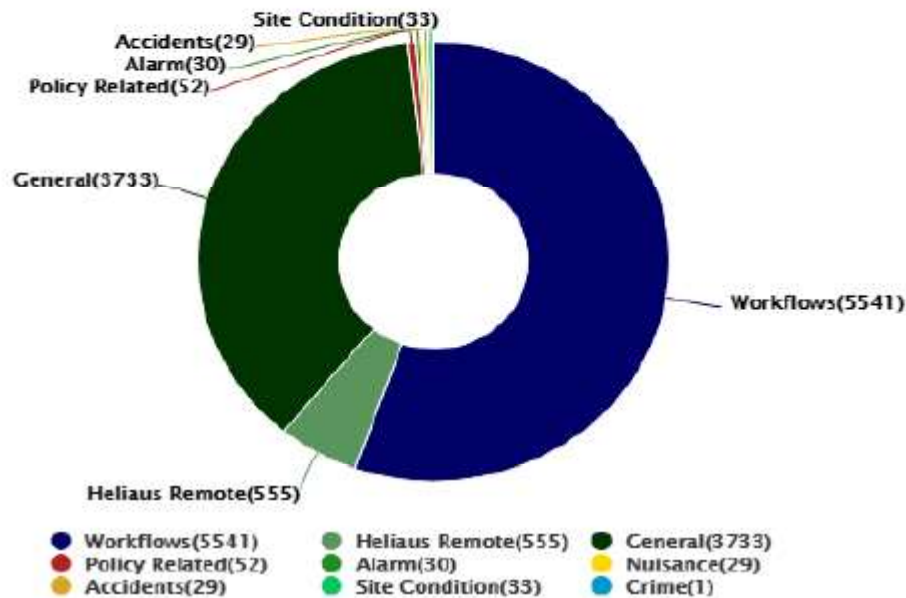


Call-7706251467, 8AM-8PM
EST M-F with any issues
or Questions

Officer: All Officers

Detail: Low

06/01/2019 14:22 to 06/30/2019 14:22



Data Visualization - Activity Analysis

Titan Hyperion (9118448) - #9118448

5700 S Lake Shore Drive, Chicago, IL, 60637

Date Range: 2019/06/01 14:22 to 2019/06/30 14:22

Categories: All Including Gen. Asst.




Call-7706251467, 8AM-8PM
EST M-F with any issues
or Questions

Officer: All Officers

Detail: Low

Category	No. of Activities
Accidents	34
Alarm	23
Crime	2
General	3,480
Heliaus Remote	62
Nuisance	23
Policy Related	61
Site Condition	45
Workflows	5,310
Total	9,040

Sample HeliAUS Tour Report

<div>  <div> Dataforce Tours Titan Hyperion (9118448) - #9118448 5780 S Lake Shore Drive, Chicago, IL Duration - 07/02/2019 00:00:00 to 07/08/2019 23:59:00 Call-770-625-1467, 8AM-8PM EST M-F with any Issues or Questions </div> </div>								
Tour Name	Schedule Start Date	Schedule End Date	Total Zones	Zones Scanned	Zones Missed	% Required	% Performed	Status
Midday Tour 11:00 to 15:00	07-08-2019 11:00	07-08-2019 15:00	5	5	0	100%	100%	In Progress
Floor 1 Tour	07-08-2019 07:00	07-08-2019 09:00	9	1	8	90%	11%	Incomplete
Night Tour 19:00 to 23:00	07-07-2019 19:00	07-07-2019 23:00	5	5	0	100%	100%	Completed
Afternoon Tour 15:00 to 19:00	07-07-2019 15:00	07-07-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-07-2019 11:00	07-07-2019 15:00	5	5	0	100%	100%	Completed
Night Tour 19:00 to 23:00	07-06-2019 19:00	07-06-2019 23:00	5	5	0	100%	100%	Completed
Afternoon Tour 15:00 to 19:00	07-06-2019 15:00	07-06-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-06-2019 11:00	07-06-2019 15:00	6	6	0	100%	100%	Completed
Night Tour 19:00 to 23:00	07-05-2019 19:00	07-05-2019 23:00	5	5	0	100%	100%	Completed
Afternoon Tour 15:00 to 19:00	07-05-2019 15:00	07-05-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-05-2019 11:00	07-05-2019 15:00	5	5	0	100%	100%	Completed
Floor 1 Tour	07-05-2019 07:00	07-05-2019 09:00	9	2	7	90%	22%	Incomplete
Night Tour 19:00 to 23:00	07-04-2019 19:00	07-04-2019 23:00	5	5	0	100%	100%	Completed
Afternoon Tour 15:00 to 19:00	07-04-2019 15:00	07-04-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-04-2019 11:00	07-04-2019 15:00	6	6	0	100%	100%	Completed
Floor 1 Tour	07-04-2019 07:00	07-04-2019 09:00	9	1	8	90%	11%	Incomplete
Night Tour 19:00 to 23:00	07-03-2019 19:00	07-03-2019 23:00	4	4	0	100%	100%	Completed
Afternoon Tour 15:00 to 19:00	07-03-2019 15:00	07-03-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-03-2019 11:00	07-03-2019 15:00	5	5	0	100%	100%	Completed
Floor 1 Tour	07-03-2019 07:00	07-03-2019 09:00	9	2	7	90%	22%	Incomplete
Night Tour 19:00 to 23:00	07-02-2019 19:00	07-02-2019 23:00	5	5	0	100%	100%	Completed
Floor 1 Tour	07-02-2019 07:00	07-02-2019 09:00	9	1	8	90%	11%	Incomplete

Sample Training Compliance Report

With Allied Universal as your security provider, your security professionals, including temporary assigned staff, will be properly trained. Compliance tracking through the Allied Universal **EDGE** allows training completion to be accurately recorded and reported. Likewise, **eHub** includes a compliance module that captures training records and is accessible in real time by smartphone or computer. The compliance tracker monitors and enforces requirements by service location and post. This ensures the employees assigned always meet contract requirements.



HELIAUS™

Site Report - Training/Compliance
Titan Hyperion (9118448) - #9118448
5700 S Lake Shore Drive, Chicago, IL
Call-770-625-1467, 8AM-8PM EST M-F with any Issues or Questions

CPR/CPRA Compliance

Total Employees : 10
Total Compliant : 9
Compliance Percentage : 90%

Employee Name	Employee#	Status
Aiden Gray	842322206	No Document/Not Started
Caden James	911844812	Compliant
Cox, Sophia	842322205	Compliant
Elijah Myers	911844814	Compliant
Grayson Reyes	911844804	Compliant
Jackson Watson	911844810	Compliant
Liam Brooks	911844811	Compliant
Lucas Cruz	911844813	Compliant
Oliver Price	911844815	Compliant
Olivia Diaz	911844802	Compliant

k. How many employees does your company currently have?

1. Number of full-time employees:
2. Number of part-time employees:
3. Number of on-call employees:

1. Full-time: 164,129 (U.S.) / 171,122 (Globally)
2. Part-time: 42,344 (U.S) / 36,723 (Globally)
3. On-Call: Varies from branch office but meets contract needs

I. List your company's professional affiliations and accreditations.

Government Services Memberships

- International Association of Chiefs of Police (IACP)
- National Sheriff's Association (NSA)
- National Institute of Government Procurement (NIGP).

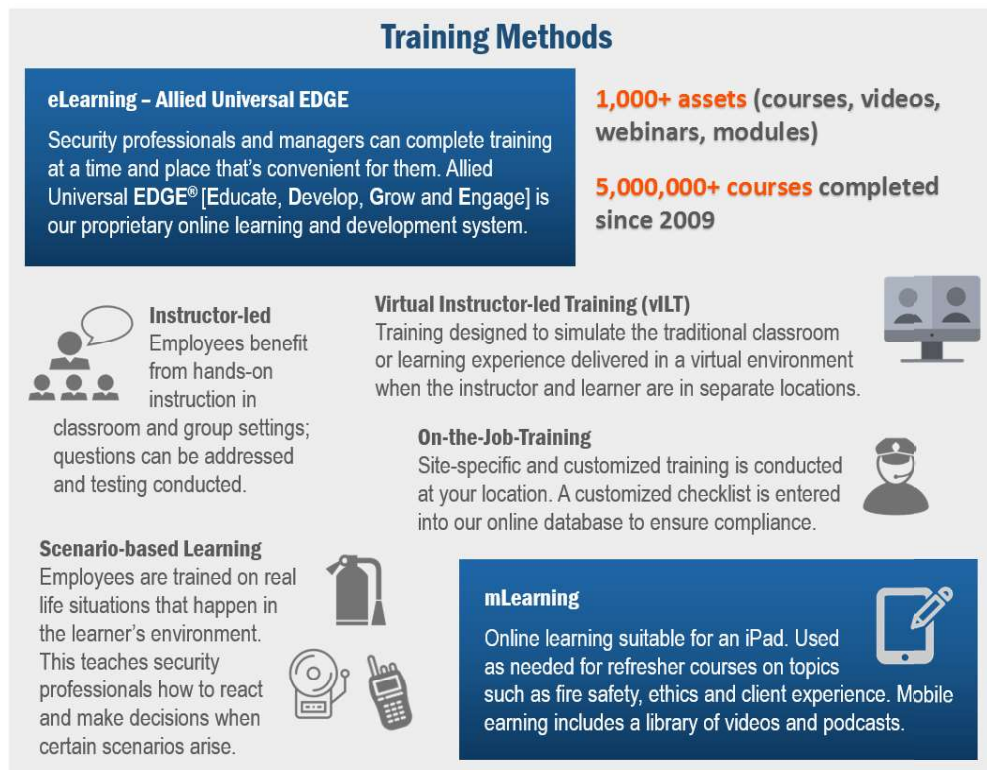
The Company is active with the **US Department of Homeland Security/Homeland Security Advisory Council (HSAC)**. We are working with DHS to deploy training and increase awareness of the indicators of crime and working with clients and government agencies to mitigate it.

m. Description/outline of training program utilized

Comprehensive Security Guard Training

The Company is committed to providing the City with the security industry's most highly trained and prepared security professionals and managers. This includes standard security training, site specific training and industry specific security training.

The Company's learning and development program goes beyond traditional training and provides enhanced course offerings, compliance functionality and opportunities for employee growth. Comprehensive training is the starting point for security professionals' growth and development. A range of mandatory and voluntary training modules are offered pre-assignment, on-the-job and as continuing education as security professionals strive to stay current with industry trends and your evolving needs. There are Five Phases of security professional onboarding and development:



PHASE	TIMEFRAME	EXAMPLES/DESCRIPTION
1-Orientation	New Hire	Onboarding, policies/procedures, emergency management, safety, customer service, legalities of private security, terrorism awareness, CPR/First Aid/AED (If contract requires prior to assignment).
2- On-the-Job	Prior to Site Assignment	Site specific training, facility familiarity, duties/responsibilities, customer orientation, shadowing.
3- Core Curriculum	Within 90 Days of hiring	20 Courses of critical security related topics to help create knowledgeable and skilled security officers.
4- Quarterly Site	Quarterly	Developed custom per site. Often developed by operations manager and site supervisor based on customer desires. Can include refresher training, new initiatives, policies/procedures, emergency preparedness, safety, drills/exercises, etc.
5- Ongoing	As mandated or desired	Generally, industry specific training and includes assigned training curriculum as well as self-paced elective training by officers interested in developing themselves. Generally managed through Allied Universal EDGE training platform which hosts over 1,000 training resources. For the City, this would include ongoing training courses as well as City-specific training. These items are further outlined below.

On-the-Job Training (OJT) Post Certification

Phase Two of the Company's Five Phases of Security Professional Onboarding and Development is OJT Post Certification. Allied Universal recognizes that the City's policies, procedures and Post Orders are best learned at the work site. Security professionals will be prepared for each facility's and post's requirements. ***OJT is site-specific and customized.*** This training is guided by a checklist which is entered into our online database providing a checkpoint to track completion.

OJT Post Certification Training – Sample Topics			
<ul style="list-style-type: none"> • Access Control • Bomb Threats • CPR/First Aid/AED • Electrical Emergencies • Equipment Removal Procedures 	<ul style="list-style-type: none"> • Fire Alarm Response • ID Checks • Key Control • Mechanical Emergencies • Media Relations • Medical Emergencies 	<ul style="list-style-type: none"> • Opening/Closing Procedures • Parking & Enforcement • Parking Lot Security • Patrol Techniques • Post Responsibilities • Report Writing 	<ul style="list-style-type: none"> • Report Writing • Terrorism Awareness • Use of Telephones • Vehicle Assistance • Water Leaks • Weather Emergencies

Core Training

Core Training is Phase Three of the Security Professional and Development process. It consists of 20 lessons, each with an exam that must be successfully passed (score of 80% or higher). Core Training must be completed within six months of hire; compliance is tracked through our online compliance management system, WinTeam.

Core Training		
<ul style="list-style-type: none"> • Introduction to Contract Security • Legal Aspects of Private Security • Note Taking and Report Writing • Importance of Documentation • Patrol and Observation • Liability and Loss Prevention • Post Orders 	<ul style="list-style-type: none"> • Appearance and Wellness • Exceptional Customer Care • Difficult People or Situations • Introduction to Safety • Personal Safety • First Aid, CPR and AED • Harassment 	<ul style="list-style-type: none"> • Workplace Violence • Emergency Management • Indicators of Terrorist Surveillance • Video Surveillance • Bomb Threats • Media Management

Our Master Training Program provides training and operational staff with the philosophy surrounding the training concept. Training is described in more detail below.

Master Security Officer I Training	<p>This course is designed to provide our security officers with a well-rounded foundation of the technical and communicative skills required to succeed as service-oriented security professionals. The course design encourages substantial class participation through numerous interactive activities. Topics focus on the technical aspects of security officer duties while addressing the communication skills and attitudinal requirements to win a customer for life. At the completion of the course, a 100-question examination is administered. Attendees must achieve a passing score of 80 prior to being assigned to a client site. Topics include:</p>	
	<ul style="list-style-type: none"> • Company Mission, Vision, & Values • Allied Universal Code of Ethics & Professionalism • Primary Functions and Responsibilities • Standards of Conduct • General Responsibilities of Post • Performance Standards • Operational Procedures Manual • Patrol Observation Skills • Customer Service • Emergency Response • A Security Officer's General Orders • The 5 Steps to Effective Report Writing - Who, What, When, Where, Why, How Techniques for Good Report Writing • The Daily Operations Log • The Incident Report • Policies on Arrest and Use of Force • Civil and Criminal Offenses • Enforcing Your Worksite's Rules • Dealing with Confrontations at Your Worksite 	<ul style="list-style-type: none"> • What are "Bloodborne Pathogens"? • How to Protect Against Bloodborne Pathogens What to do When Contaminated by Bloodborne Pathogens • Grooming, Uniform Appearance • Typical types of Access Control Systems: Logs, Card Access Systems, Keypad & Intercoms, Closed-Circuit TV Systems • Dealing with Intruders • What to Do When Access Cannot Be Granted • The Three Components of Communication • Managing Conflict • Public Relations • Communicating with the Media (Don't) • Using the Telephone • Radio & Public Address Systems • Allied Universal Emphasis on Customer Service • Internal & External Customers • The Platinum Rule of Customer Service • How to Project a Customer Service Image • Protecting Life & Property • Discharging Your Duties Without Prejudice • Reporting Violations of Law or Worksite Policies

	<ul style="list-style-type: none"> • Allied Universal's 3-Step Compliance Rule • Allied Universal's EEO Policy • What Constitutes "Harassment" on the Job • Legal Powers & Limitations • Fire Emergencies and prevention • Bomb Threats • Medical Emergencies • Crimes at the Worksite 	<ul style="list-style-type: none"> • Allied Universal's Professional Appearance Standards • Allied Universal's Emphasis on Ethical Conduct • Terrorism Awareness • Behavioral Recognition • Natural Disasters
Practical Application Training	<p>Each officer assigned to the City contract will receive on-the-job training specific to their duties at City facilities. The purpose of the on-the-job training program is to provide valid, site-related training for all officers. While contractual, City-required or job-specific training may occur at the branch office at the conclusion of the Basic Security Officer Training Program, on-the-job training is designed to occur during the first days of an officer's placement at the client site. The program utilizes a standardized and systematic approach to training, evaluating and documenting the trainee's performance. It is customized to meet the needs and sophistication of each post and uses a combination of post training checklists and supervised scenario/demonstration learning protocols to ensure the officer can apply the principles learned during training. On-the-job training is facilitated by shift supervision and/or dedicated field training officers.</p> <p>Allied Universal's on-the-job training acquaints each new officer with the duties, requirements, procedures, expectations and quality service benchmarks related to a customer site and the individual post to which the officer will be assigned. Specific attention is given to general Post Orders, emergency procedures, and security and life safety systems. A site-specific training checklist will be developed for each post at each City facility and post to validate and verify that initial training has been completed. Monthly refresher training will also be conducted for all officers as a means of reinforcing required skill sets and introducing new ones.</p>	
CPR/First Aid/AED Certifications	<p>Allied Universal officers and parking monitors will receive CPR, First Aid and Automated External Defibrillation (AED) training. Many of our full-time trainers are certified instructors for First Aid/CPR/AED. Training is typically conducted at the local branch office pre-assignment; though, our trainers can also go to City facilities. We ensure that trained employees receive the appropriate certificates and track certification anniversary dates in our online compliance system.</p>	
Customer Service/Client Experience Training	<p>Customer Service/Client Experience - Our Customer Service/Client Experience training is designed to ensure that our officers provide outstanding assistance to both internal and external customers. Topics include:</p> <ul style="list-style-type: none"> • How to identify your internal and external customers and their expectations • The importance of "perception" and "presentation" • Interpersonal interaction skills • How to effectively handle customer complaints • Resolving conflicts 	

City-Specific Training	<p>To ensure every officer assigned to the City contract is familiar with the facilities, each officer will receive City-specific training that includes:</p> <ul style="list-style-type: none"> • Knowledge of and familiarization of City post locations • Job tasks assigned to the individual, including a working knowledge of equipment required to perform the job in a first-class manner • City-approved procedures used by Allied Universal in the event of problems 		
Annual Refresher Training	<ul style="list-style-type: none"> • Anti-terrorism awareness • Behavioral recognition • Managing aggressive behavior • Customer service 		
Monthly Recurrent Training	<ul style="list-style-type: none"> • Policies and procedures • Report writing • Customer service 	<ul style="list-style-type: none"> • New/modified/updated security regulations) • Safety programs 	

Driver Training Course

- Allied Universals' Driver/Vehicle Policy
- Allied Universal's Rules on Vehicle Operations
- Patrol Driving
- Video: Safe Driving for Security Officers
- Accident Reporting
- Vehicle Inspection Checklist
- Vehicle Trip Log
- Supervisor's Vehicle Accident Investigation Report
- Vehicle OJT Checklist

The second part of the Driver Training Course occurs at the worksite, with the actual patrol vehicle. The Vehicle OJT checklist guides the student and the trainer through the safe operation of the patrol vehicle, using the actual patrol routes.

Ongoing and Refresher Training

Ongoing & Refresher Training			
<ul style="list-style-type: none"> • Fire Alarms • Access Control • Bomb Threats 	<ul style="list-style-type: none"> • Medical Emergencies • Broken Windows • Patrol • Water Leaks 	<ul style="list-style-type: none"> • Suspicious Persons/ Disturbances • Water Leaks • Power Outages 	<ul style="list-style-type: none"> • Customer Service • Safety Awareness • Elevator Entrapments

Supervisory and Management Training

- **Supervisor:** This is the next step for a supervisor and includes trainings such as Principles of Leadership, Time Management and Supervisor Essentials.
- **Management:** This includes courses on Security Management Essentials and must be completed when an employee moves into a managerial position.
- **Leadership:** This is for senior operational and business development leaders and includes Leadership Essentials, Coaching, Delegating, Process Improvement and Crisis Management courses.

Training Compliance Tracking

Compliance tracking through the Allied Universal | **EDGE** allows training to be accurately recorded and reported. **eHub**, the Company's secure client portal, includes a compliance module that captures training records, accessible to the City in real-time by smartphone or computer. These systems enable trainers

and managers to track security professional progress through initial, specialty and refresher training, verify compliance, and discuss training status at any time. The compliance tracker monitors requirements by service location and post, as well as any state or local regulations. This ensures employees assigned to the City contract—including temporary employees—always meet your requirements.

n. Standard course for corrective action for employees not complying with contractual obligations

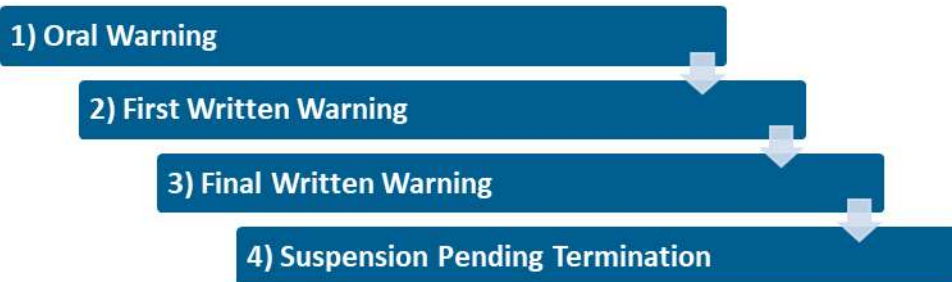
All employees receive the Company's 19-page Global Code of Ethics and Business Conduct Guideline, a guide to business ethics, workplace conduct, and compliance, Revised November 15, 2018. The Guide explains the Company's expectations of all security professionals

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Progressive Discipline

All personnel are expected to conduct themselves in accordance with the requirements of client contracts, and within guidelines established by the Company's performance management system. Upon selection, every employee receives a copy of the **Employee Handbook** that outlines acceptable performance standards for employees. Every effort is made to help an employee succeed; however, when Company policies, procedures and work rules are violated or performance trends and actions require more formalized counseling, disciplinary action will be taken.

Company policy is to handle all employee performance deficiencies and misconduct in a consistent, timely and equitable manner, free from emotional overtones or personality differences. Generally, this policy is to be enforced by use of progressive discipline. There are four levels of action in the progressive discipline process, as follows:



Allied Universal uses the following progressive discipline process to institute corrective actions:

- ☑ **Oral Counseling:** when unintentional carelessness results in a problem or when a minor infraction of Company and/or account rules and procedures occurs. A record of the oral counseling is documented and placed in the employee's personnel file.
- ☑ **Written Reprimand:** when a second reprimand is necessary for the same class of offence which originally carried an oral reprimand. Written reprimands are also given for more serious performance infractions and will result in an **Employee Performance Record (EPR)** being placed in the employee's personnel file.
- ☑ **Suspension:** an officer may be suspended with or without pay for a serious performance-related action or be suspended in order to better and more fully investigate an allegation of serious misconduct.
- ☑ **Termination:** termination may occur for repeated violations of company policy or due to a continuing pattern of disciplinary actions. Termination will also occur when there has been a serious performance infraction. Some other offenses that will result in immediate termination include, but are not limited to, the following:
 - Theft
 - Dishonesty
 - Offensive and profane language
 - Release of Allied Universal or client proprietary information
 - Gambling
 - Use or possession of drugs or alcohol while on duty or reporting to work under the influence of these substances.
 - Sleeping while on duty
 - Refusal to accept or follow a directive by a supervisor or work assignment
 - Knowingly compromising the physical security of a client's site
 - Any act of physical violence other than a self-defense situation

- No call/no show for a scheduled shift without proper excuse
- Falsification of reports and/or employment application information
- Gross negligence
- Criminal act or conviction
- Harassment or discrimination of another person, regardless of circumstances or type
- Excessive absenteeism

These steps will generally be used in a progressive manner consistent with the severity of the policy violation and/or performance problem. However, Allied Universal reserves the right to skip any step, in whole or in part, and move immediately to any further step, including termination after suspension and investigation, as it deems necessary. Consequently, no employee may rely on these guidelines as “promises” or “agreements” by the Company to impose the discipline contained in the guidelines in any situation or prior to termination. Allied Universal reserves the right to terminate employees “at will”, with or without cause, at any time, for any reason.

Security Professional Handbook

The Company’s fully documented standards and procedures are contained in **Allied Universal’s Security Professional Handbook for California**, a copy of which is provided to every employee upon hiring. Since the handbook is near 95 pages, the comprehensive **Table of Contents** from the current manual is provided on the following pages.

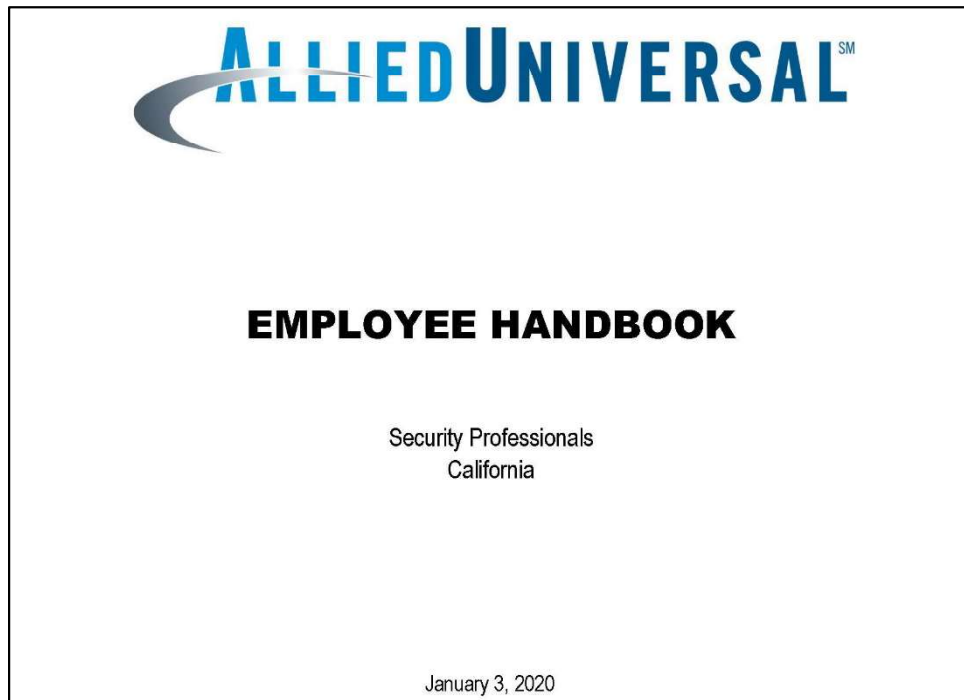


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2. References

List three or more clients for whom you have provided similar work. For each of these references, include the organization name, address, the contact person's name, telephone number and e-mail address, and the time you completed the work.

Organization Name	Stanislaus County
Address	1010 10 th Street, Suite 5400, Modesto, CA 95354
Contact	Cathy Blair
Telephone	209-525-7659
Email Address	blair@stancounty.com
Timeframe for Scope of Work	Since 2019

Organization Name	San Joaquin County Buildings and Hospital
Address	500 West Hospital Road, French Camp, CA 95231
Contact	Larry Newman
Telephone	209-468-6588
Email Address	lnewman@sigh.org
Timeframe for Scope of Work	Since 2009

Organization Name	Downtown Commons
Address	500 J Street, Sacramento, CA 95814
Contact	Christi Woodards – General Manager
Telephone	916-273-9430
Email Address	Christi.woodards@cbre.com
Timeframe for Scope of Work	Since 2014

3. Background Check

Describe in detail the extent of your company's background check on new employees. Who performs the criminal background check, what kind of background check (e.g., fingerprint), and how long does it normally take? For patrol services, does your company also check into the employee's DMV driving record? If yes, please explain the process.

Screening Process

Allied Universal's local Human Resources team is actively engaged with our management team and the security professionals from the beginning of the partnership. Human Resources manages the hiring and screening process. The number one objective of the Allied Universal's screening process is to identify quality security personnel. We consider background, experience, communication and interpersonal skills, and fit for the position. Qualified candidates are invited to formally interview with our local branch recruiting team. Criminal background checks are performed by Sterling and it takes 1-2 days on average.



Application Review & Assessment	Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.
Interviews	The initial in-person interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted, and candidates progressing beyond this level will attend our orientation program.
Electronic I-9 and E-Verify	Employment verification must be completed for all Allied Universal employees to present proof of citizenship or authorized alien status. All potential employees are processed through E-Verify, the government's employment eligibility system, as well. Allied Universal has been a participant in the e-Verify program since November 11, 2010. (Company ID 371404).
Management Testing	Management testing may involve the Thomas Personal Profile Analysis, The Kenexa Manager assessment or The Kenexa Leadership assessment, depending on the position. These help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit.
Social Security Trace	As an additional measure of precaution, we run Social Security checks on each candidate to verify identity and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process. E-Verify is completed for all employees.
Criminal Background Checks	Prior to being posted, each employee undergoes a criminal records check, unless already checked as part of license/credential process by state. Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required. Allied Universal will only hire individuals who are suitable for employment in the positions for which they are

	being hired and who are eligible to hold a security guard license/credential where required by state law.
National Sex Offender Registry	This additional step in the background check process searches the Federal Department of Justice, which includes real time listings of registered sex offenders. By searching the DOJ, the most complete and current report is available (where allowed by law).
Pre-employment Drug Testing	Oral ten-panel drug tests are completed at orientation. Lab testing will be conducted for hair follicle and alcohol testing as part of the City contract.
Motor Vehicle Report	Security professionals designated to drive a vehicle are subject to Motor Vehicle Report checks and on-site training before they can operate a vehicle.
Security Professional Integrity/Honesty Testing	Allied Universal offers the Reid Test for security professional integrity/honesty testing. This selection assessment tool evaluates attitudes and behaviors associated with high levels of integrity and productive work habits. Allied Universal offers a discounted rate through a commercial arrangement.
Education and Employment Verification	Education and employment checks can be completed for an additional charge.

4. Work Plan and Schedule

- a. Outline a proposed work plan, schedule, and methodology to accomplish the work – hypothetically for now. Be sure to address whether or not your company is willing to utilize incumbent staff.

Transition Plan

Transitioning to Allied Universal will bring a wealth of new resources and services to your security program. Upon commencement of a newly signed contract, expect a transition that is smooth, swift, and presents no disruption to current security operations.

Communication is the key to a successful start-up. Company management will conduct weekly meetings throughout the process, providing status updates and setting expectations for future improvements. The Company has the financial and staff resources to manage the process from the notice of award through the first 90 days of contract service. Below we describe our approach:

- **Thorough review of each facility to confirm specific security needs**
- **Preparation of a written timetable with measurable goals**
- **A transition management team specifically assigned to the contract**
- **Development of detailed training programs and post orders**
- **Selective security professional recruiting and stringent screening**
- **Orientation training**
- **On-site training**
- **Testing and review of security professional knowledge**
- **Transition assessment and surveys**

Our transition plan will be tailored to incorporate recommendations for each facility.

The Company's Transition Plan is a living, dynamic process linking independently functioning groups to specific response requirements of the Statement of Work [SOW] critical to the transition process. Supervision of the Plan is the responsibility of the local transition manager. With emphasis on improving the quality of communications, reducing non-productive administrative overhead and resource costs, and increasing efficiency, a web-based project management tool is used to track all mission-critical deliverables: Project documents, milestones, events and tasks. The transition team manages through daily critical path review and collaboration with client representatives. The Company's branch, region, and national resources permits commitment to a successful transition within nearly any timeline specified.



A transition is typically thirty (30) days, although the Company's experience and combined local and national resources can easily support a shorter timeline when required. Milestones, tasks and events are shared among the transition team. Stakeholders receive email notifications when tasks are amended, updated or completed. The timeline for all primary tasks is also packaged as a Gantt chart for easy, visual tracking.

Retaining Incumbent Staff

Ending a contract can create the potential for a disruptive period because incumbent staff is anxious about the new contract and uncertain about future opportunities. Through this period of time, Allied Universal will meet or exceed requirements to support business continuity while accomplishing the communication, integration and training objectives necessary to support an on-time startup. Allied Universal recognizes the challenge and clearly understands the importance of developing and maintaining a positive working relationship with the incumbent contractor. Our outreach to the incumbent officers—and the site contacts for each of the facilities—will be pro-active. Due to our large footprint and workforce, recruiting tools and automated systems, no one is better suited to manage a smooth transition, even under strict timeframes.

Immediately following contract award, Allied Universal will implement a comprehensive staffing strategy to address retention and acquisition of qualified personnel. Assessing and identifying retained staff is a primary task. The incumbent workforce will be invited to open house events at nearby off-site locations providing immediate opportunities to meet Company managers and staff, learn more about the Allied Universal story and provide recruiters with an opportunity to distribute information and collect resumes. A number of events on different days are planned to ensure incumbent security personnel have equal opportunity to verify and implement personal retention and career choices.

While every effort will be made to maintain the qualified and capable incumbent workforce, the Company also collects resumes and conducts interviews of qualified candidates internally and locally. After vetting incumbent staff, managers will evaluate remaining positions against resumes and identify the staffing gap, if one exists. First and foremost, the Company will give the incumbent security force the opportunity to continue to be assigned to the State contract.

Background screening is an essential component in our process for selecting high caliber officers. Initial conversations with current incumbent officers and new applicants provide an opportunity to evaluate demeanor, attitude and customer-service communications skills. Qualified candidates advance to formally interview with our branch recruiters and attend our orientation program.

Transition Plan Process

Typically, the Transition Plan unfolds in four (4) phases, each with a unique set of Critical Success Factors.

- **Phase I: Transition Plan Development**
- **Phase II: Transition Pre-Launch**
- **Phase III: Partnership Launch**
- **Phase IV: On-Going Operations**

Phase I: Transition Plan Development

Most of the work for the initial phase of transition planning is typically completed by the time of RFP submittal and often by the time of award. The templates used to facilitate and expedite discussion about RFP-specific transition requirements are updated in order to provide more accurate data and relevant perspective to the operations planners who provide feedback to the RFP development process.

Immediately, assessment of incumbent personnel and operations is completed. The plan is updated and Critical Success Factors [CSF] are identified. Project tasks are mapped and transferred to a web-based collaboration workspace.

Phase II: Transition Pre-Launch

The transition team completes review of the existing contract security program and finalizes procedures, methodologies, and plans for service initiation, Phase III. The team concentrates on close coordination with our clients to ensure goals have been clearly established and understood. Gaining knowledge regarding specifications and compliance requirements across the spectrum of operations, administration, and finance is a high priority.

Using a top-down approach, the transition team reviews operations documentation from which specific operational requirements will be extracted. Everything related to people, procedures, systems, and equipment is assessed and planning begins to achieve timeline goals for personnel and logistics.

Once required capabilities are defined, they are compared with the current program. This provides the basis for gap analysis and development of action plan elements to address changes or enhancements needed to support contract requirements. There are regular, if not daily, staff meetings and conference calls to ensure all stakeholders and the client are communicating clearly about specifications, expectations and timelines.

Phase III: Partnership Launch

Specific deliverable and compliance requirements have been identified and successfully deployed; staff and equipment are in place; and quality and operational milestones are being met. Phase III mandates monitoring and support of day-to-day operations without disrupting service or failing to achieve established quality and operational benchmarks.

Phase IV: On-Going Operations

Phase IV encapsulates long-term operations under the contract. All transition and action plan milestones have been achieved; critical success factors have been met and are periodically being assessed, tested and reviewed, operational audit process has been implemented, and the Allied Universal work culture is successfully in place.

Quality Control processes are initiated. The Quality Assurance team collects and analyzes information to learn how to improve productivity and service as well as to capture historical data in order to assess potential for cost reductions without sacrificing service delivery commitments.

Operational and financial assessments are used to identify costs and financial factors associated with service and propose ways to reduce operational costs where possible, enhance efficiencies, deploy technology and create innovative methods to protect the people, intellectual and physical assets at each facility. This process is the logical extension of Allied Universal's continuing commitment to maintain a close client partnership to ensure the working relationship delivers measurable value in addition to meeting and exceeding performance expectations.

Sample 30-Day Transition Plan

TASKS	Week 4	Week 3	Week 2	Week1	START
Administrative					
Award Notification					
Finalize Transition Schedule					
Contact Current Service Providers					
Transition Management Group					
Progress Meeting/In-person or Teleconference					
Order Vehicles, if necessary					
Set-up Vehicle Maintenance/Fuel Account					
Prepare Electronic Interface (if applicable)					
Prepare Inventory & Transfer					
Order Uniforms					
Contract Review					
Certificate of Insurance					
Educate Branch Staff on Client Expectations					
Site Start Date					START
Training					
Develop Site Specific Training Segments					
Orientation Training					

Sample 30-Day Transition Plan

TASKS	Week 4	Week 3	Week 2	Week1	START
Develop On-going/Refresher Training					
Operations					
Develop Standardized Data Collection					
In-depth Site Familiarization					
Review of Existing Plan/Program					
Site Security Survey & Audit					
Develop Post Instruction Manuals					
Review Staffing Plan					
Develop Site Tests					
Client Review of Post Orders					
Finalize Bonus/Incentive Program					
Human Resources					
Employment Pack to Incumbents Retained					
Develop Post Assignment Job Analysis					
Develop Supervisory Job Descriptions					
Open House for Incumbent Security Force					
Contact Recruiting Sources					
Develop Client Specific Pre-screening					
Telephone Interviews, Applications & Interviews					
Security Professional Information Seminar					
Background Investigations					
Second Level Interview					
Benefits Briefing & Offer Extended					

b. Describe how the interaction between your company and the City will take place to ensure that the work is performed satisfactorily.

Interaction between the Company and City is one of its security program's primary goals. The Company's goal for the City's contract is to deliver long-term value through efficiency and collaboration, to ensure that all work is performed satisfactorily and meets all contractual requirements.

Our business strategy drives efficiency, communication, collaboration and effectiveness for the City. A comprehensive platform of technology and tools results in greater transparency and long-term value.

Accurate Invoicing and Scheduling: WinTeam, the Company's enterprise-wide, integrated system for payroll, invoicing, billing and compliance, ensures accuracy, time savings and value--allowing the City to focus on the bigger picture. This system also integrates scheduling and allows managers to access and revise the online database in real time, from any location, meeting the requirement for consistent security coverage.

Attendance Tracking: Our automated time collection system optimizes efficiency, ensures safety and consistently manages attendance at the City's facilities. Real-time staffing records and supervisor notifications ensure uninterrupted coverage.



Selection and Staffing: Employee recruiting, screening and staffing programs ensure that the City's security program is quickly staffed with carefully vetted and selected security professionals who meet your specific requirements. Whether incumbent security officers or candidates, experience and preferences are evaluated to ensure a good match for each position and post.

Predictive Index: As part of the initial application process, an applicant is required to complete an online aptitude assessment test, which measures the applicant's propensity to be successful in the field of security, assessing freedom from drug and alcohol use, courtesy, emotional maturity, conscientiousness, trustworthiness, job commitment and safety.

Electronic Monitoring and Electronic Software: HeliAUS® is our proprietary, all-encompassing and adaptable workforce management solution. With prescriptive analytics driving action, HeliAUS transforms insight into safety and security—and return on investment.

Communication and Collaboration: The City will experience a high level of transparency and peace of mind knowing critical operational information is readily available to both you and your security team.

- **eHub**, the Company's secure client portal, will provide the City with online access to schedules, inspection reports, and payment information; and the ability to order extra coverage. In addition, Allied Universal® employees can access their schedules and paychecks online via smartphones and tablets.

Learning and Development: Our comprehensive approach to learning and development delivers training opportunities in a variety of forms and supports the need for continuous security training.

- Our online learning management system, the **EDGE™**, focuses on learning and skill development, and documents results to ensure security staff is knowledgeable and compliant with contract requirements. Proprietary modules prepare employees for future responsibilities and advancement opportunities.

Quality Assurance: We listen to clients' needs, track outcomes and look for opportunities to exceed expectations.

- Allied Universal® **Voice**, our voice-of—the-customer program, monitors your experience, elicits your feedback through online surveys and tracks our performance. Our employees are also surveyed to gather their input and suggestions. Feedback is critical and continuous improvements and evolving solutions result when you and your security professionals' voices are heard.
- Allied Universal® **Inspector**, the Company's Quality Assurance module, allows for efficient tracking and reporting of inspections.

Safety and Risk Mitigation: Our continuous focus on safety is supported by Allied Universal® Risk Knowledge, which manages online OSHA incident tracking, recordkeeping and incident investigation.

Security Program Technology: Today's security professionals are technologically savvy. From monitoring CCTV, to tracking and controlling visitor access, reporting incidents digitally in real time and locating potential threats, our security professionals utilize technology to provide our clients with safe and secure environments. In addition to our proprietary solutions, our carefully vetted, best-in-class strategic partners offer supplemental solutions to address your additional needs.

Our proprietary technologies drive efficiencies to each of our client's security programs. Many of our solutions allow for data collection, which is an integral component of any safety and security program, and can directly impact the future of the City's security strategy.

c. Describe your company's training program for new employees. How long is the initial program training (hours/days/weeks)? Is in-the-field training provided?

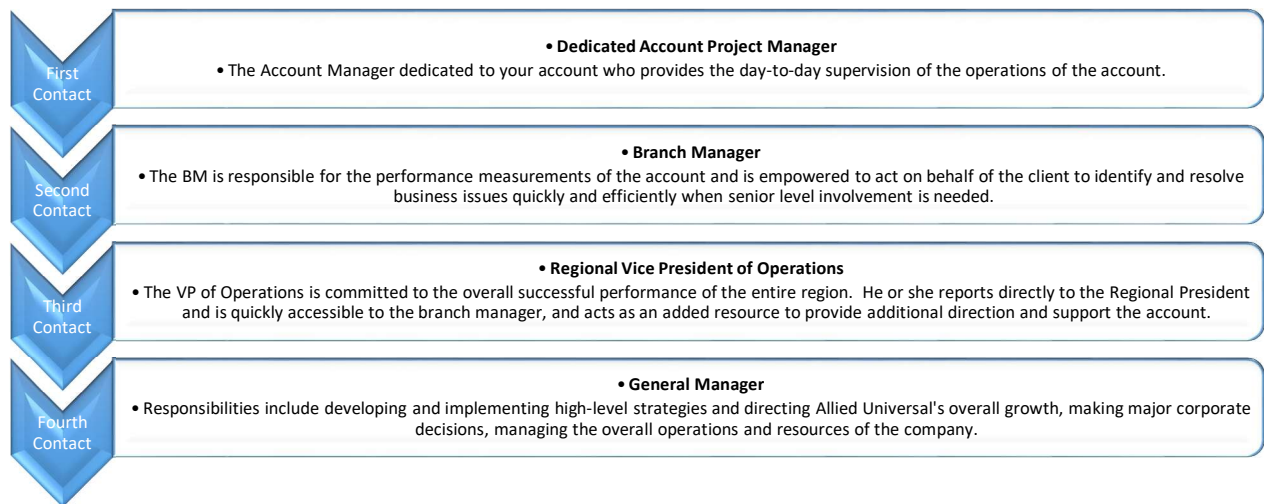
The Company's training program for new employees is provided in response to **Section 1, Company Profile, item M**. The initial training program requires at least 24 hours of training. Our focus is to improve the Security Professional's competency, confidence and change their behavior. This is to ensure your posts get the results the City deserves.

Field training is provided as part of the Company's On-the-Job Training.

d. Describe your company's approach to resolving problems that may be encountered on the job.

Daily Issue Resolution via Customer Action Plan

A formal Customer Action Plan is used for any and all issues that could arise, which documents concerns and assigns a due date and responsible party for corrective action and resolution.



5. Uniforms and Vehicles

- a. How many sets of uniform will each employee receive? Will hats, winter jackets, raingear, safety gear, and safety boots be included? Will uniforms be cleaned for employees? Please include a picture of your company's security guard uniform with your proposal.**

Security Professionals are provided (3) three full sets of uniforms. All necessary uniforms and gear will be provided by Allied Universal, including hats, winter jackets, raingear, safety gear, and safety boots. Hard profile uniforms are wash and wear so cleaning is not provided. Soft profile uniforms are on the rental program which includes dry cleaning service.



Uniforms and Grooming

Security officers' uniforms should harmonize with the requirements of their position. Allied Universal provides uniforms to security officers at no cost to its employees. Uniforms are replaced as normal wear and tear dictates to ensure a highly professional appearance is maintained at all times.

The City's uniformed security professionals should harmonize with the requirements of each facility and post. A neatly uniformed, well-groomed security professional commands respect and authority, which helps project a professional image for the City. A security team who understands the importance of a neat and professional appearance and sets the highest industry standards for uniforms, accessories and personal grooming requirements will benefit your security program. The security professional is often the first person many of your visitor's come in contact with. They are a direct reflection of City operations, and an ambassador of your brand. That is why it is important to select security professionals who take pride in their appearance each and every day.

Whether it's an executive look, BDU, or a strong armed professional appearance, Allied Universal has the comfortable and long lasting uniforms that exceed expectations and set a standard in representing the City. We offer distinctive styles for each facility, because your security program demands a high level of visibility and an authoritative security presence in today's environment. Allied Universal security professionals will always look professional and positively represent the City.

Our Assurance

The Company's program for uniform and appearance starts when the security professional is hired. What differentiates our uniform and appearance program is the attention to detail and commitment to ensuring a professional look. This three-step process includes:

- Personnel who issue uniforms are trained to measure for proper fit
- Security professionals are trained and provided tips on how to wear the uniform properly
- Inspection programs ensure that security professionals are dressed correctly and when uniform pieces need replacement, action is taken in a timely manner

Pictures of sample uniforms are provided on the following pages.

- b. How many vehicles does your company currently have in its fleet to provide patrol services? Are the vehicles specially equipped? Is the company's name and "security service" identified on the vehicles? Please include a picture of a company vehicle with your proposal.**

Based on 2018 inventory data adjusted for 2019 growth, the Company has more than 5000 vehicles in its fleet.

All vehicles meet client requirements, meaning then can be specially equipped for whatever needs there might be.

The Company identifies its fleet by having its name and “Security Service” on the vehicles.



MILITARY STYLE

Several shirt options and a military tie impart an authoritative air and high visibility.

Any security program will be enhanced by Allied Universal's Military uniform options.

This style is ideal for security programs that demand a high level of security presence.

- Shirts in blue, white or gray
- Shoulder epaulets
- Two pleated chest pockets with three-point flaps
 - Permanent military creases
 - Reinforced sewn-in badge tab
 - Pleated pockets with pen slot
 - Three-point scalloped flaps
- Flat front uniform pants in black, navy, heather gray
- Duty belt



6. Employment Practices

- a. Provide a summary of your company's employment policy and/or information about being an equal opportunity employer.

Allied Universal Security Services Policy Statement

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

DATE EFFECTIVE: October 1, 2016

Policy:	Y
Procedure:	N

GENERAL

Purpose:

This policy is meant to be used in conjunction with Allied Universal's (the Company's) existing Equal Employment Opportunity (EEO) and Affirmative Action Plan (AAP) to ensure compliance with all EEO and AAP requirements for Federal government contractors. These requirements are reflected in labor statutes, various Executive Orders, federal regulations, and/or FAR clauses included in the Company's prime Government contracts.

Background:

Pursuant to various federal laws and regulations, Federal Government contractors must be compliant in the following areas related to equal opportunity and affirmative action:

- Equal Employment Opportunity (FAR Subpart 22.8)
- Nondiscrimination Because of Age (FAR Subpart 22.9)
- Equal Opportunity for Veterans (41 C.F.R. § 60-300.1 et seq.)
- Employment of Workers with Disabilities (41 C.F.R. § 60-741.1 et seq.)

Scope of Employees Covered:

- Human Resources and others involved in the hiring and compensation of employees

Statutory and Regulatory References:

- Executive Order 11246, as amended; 41 C.F.R. § 60-1.1 et seq.; FAR Subpart 22.8; FAR 552.222-26(Equal Opportunity)
- Executive Order 11141; FAR Subpart 22.9 (Nondiscrimination Because of Age)
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 421241; C.F.R. § 60-300.1 et seq. (Equal Opportunity for Veterans)
- Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793; 41 C.F.R. § 60-741.1 et seq.(Affirmative Action for Workers with Disabilities)

Company Policy and Procedure References

- Allied Universal AAP for Individuals with Disabilities and Protected Veterans
- Allied Universal AAP for Minorities and Women
- Allied Universal Equal Employment Opportunity Policy

POLICY

Equal Employment Opportunity

FAR Subpart 22.8 provides the procedures for implementing Executive Order 11246, which establishes requirements for non-discriminatory practices in hiring and in employment for U.S. Federal Government contractors. Given its prime contracts with the U.S. Federal Government and contracts with companies that have prime contracts with the Federal Government, the Company is required to develop, implement, and maintain a written affirmative action program for each of its establishments, within 120 days from commencement of its first covered Government contract or subcontract. Currently, the Company's written EEO and AAP are detailed in the following documents: *Allied Universal Affirmative Action Plan for Minorities and Women; Allied Universal Affirmative Action Plan for Protected Veterans; and Allied Universal Affirmative Action Plan for Individuals with Disabilities.*

The Company's Federal government contracts contain FAR clause 52.222-26, which requires that it not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin; and that it take "affirmative action" to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company is also required to post in conspicuous places available to employees and applicants for employment, notices that explain this clause. In addition, for each labor union with which the Company has a collective bargaining agreement, it must provide notice to the union of its EEO commitments. Additionally, the Company must state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Furthermore, the Company must permit access to its premises, during normal business hours, by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The

Contractor must permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246 (as amended) and related rules and regulations. If the OFCCP determines that the Contractor is not in compliance, the Company's contract may be canceled, terminated, or suspended (in whole or in part), and the Company may be declared ineligible for further Government contracts. Finally, as a covered Federal Government contractor, the Company must file annually EEO-1 Reports (the Employer Information Report) to the Equal Employment Opportunity Commission (EEOC). To ensure compliance with these EEO obligations and day-to-day operating responsibilities, the Company has designated the Vice President, Human Resources & Talent, who serves as the Company's EEO officer.

No access or compliance evaluation should be allowed or conducted without the knowledge and approval of the Vice President, Human Resources. If a Company employee is contacted by the Government regarding access to its premises for purposes of conducting an on-site compliance evaluation or compliance investigation, he or she should contact the Vice President, Human Resources, so the Company can provide an appropriate response.

Nondiscrimination Because of Age

Under FAR Subpart 22.9 and Executive Order 11141, the Company may not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of employees' employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement. Additionally, the Company may not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement. Responsibility for compliance with this obligation is vested with the Vice President, Human Resources, the Company's EEO officer.

Equal Opportunity for Veterans

Federal regulations beginning at 41 C.F.R. § 60-300.1 provide the policies and procedures implementing the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (as amended). As a covered Federal Government contractor, the Company must comply with two main requirements. First, the Company may not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, Armed Forces service medal veteran, or other protected veteran, regarding any position for which the employee or applicant for employment is qualified. Second, the Company must take "affirmative action" to employ, advance in employment, and otherwise treat qualified individuals without discrimination based upon their status as a disabled veteran, a recently separated veteran, an Armed Forces service medal veteran, or other protected veteran in all employment practices. The covered affirmative action employment practices include:

- Recruitment, advertising, and job application procedures.
- Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- Rate of pay or any other form of compensation and changes in compensation.

- Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- Leaves of absence, sick leave, or any other leave.
- Fringe benefits available by virtue of employment, whether or not administered by the Company.
- Selection and financial support for training, including apprenticeship, and on-the-job training, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- Activities sponsored by the Company, including social or recreational programs.
- Any other term, condition, or privilege of employment.

The Company is also required to comply with certain job listing and posting requirements and recruiting obligations. Specifically, it must immediately list all employment openings (with limited exceptions)² that exist at the time the Company executes a covered Federal Government contract and those which occur during the course of performing such contract at the appropriate employment service delivery system where the opening occurs (i.e., state or local unemployment office and/or job posting site). This listing must be made at least concurrently with any other recruitment source or effort and must involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This employment opening listing does not require hiring any particular job applicant or hiring from any particular group of job applicants.

The Company must also actively recruit protected veterans, from both outside and within the Company, whenever openings occur. Such recruitment and outreach activities should include letting current employees know about opportunities for advancement and promotion and working with governmental and other organizations that can refer qualified protected veterans for employment, such as the veterans' representatives at local employment service offices, veterans' counselors at local colleges and universities, the Department of Defense Transition Assistance Program (TAP), and other local veterans' organizations.

In addition, the Company must file annual VETS-4212 Reports with the U.S. Department of Labor and post-employment notices in conspicuous places available to employees and applicants for employment. Any labor union with which the Company has a collective bargaining agreement is also to be notified of the Company's covered affirmative action obligations.

Noncompliance with these requirements can result in sanctions, including the withholding of progress payments, termination, suspension, or debarment of the contractor. The Company's policies and procedures for compliance with Equal Opportunities for Veterans are further detailed in Allied Universal AAP for Protected Veterans. Responsibility for compliance with the Company's EEO for Veterans is vested with the Vice President, Human Resources, the Company's EEO officer.

Employment of Workers with Disabilities

² Openings need not be posted if they are for positions that are expected to last for three (3) days or less, positions that are expected to be filled by a current employee with no consideration of external candidates, or an executive or senior level management position.

Federal regulations beginning at 41 C.F.R. § 60-741.1 provide the policies and procedures implementing Section 503 of the Rehabilitation Act of 1973. As a covered Federal Government contractor, the Company must not discriminate against any employee or applicant because of a physical or mental disability. Additionally, the Company must take “affirmative action” in the following areas:

- Recruitment, advertising, and job application procedures.
- Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- Rate of pay or any other form of compensation and changes in compensation.
- Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- Leaves of absence, sick leave, or any other leave.
- Fringe benefits available by virtue of employment, whether or not administered by the Company.
- Selection and financial support for training, including apprenticeship, and on-the-job training, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- Activities sponsored by the Company including social or recreational programs.
- Any other term, condition, or privilege of employment.

The Company must also actively recruit qualified individuals with disabilities from both within and outside the Company whenever openings occur. Such recruitment and outreach activities should include letting current employees know about opportunities for promotion and advancement and soliciting referrals of qualified applicants from governmental and other organizations that assist individuals with disabilities in obtaining employment. Such organizations should include state or local government vocational rehabilitation agencies and/or private organizations that assist individuals with disabilities in finding employment.

Additionally, the Company must post employment notices stating its obligation to take affirmative action to employ and advance in employment qualified individuals with disabilities and the related rights of such applicants and employees. These notices must be posted in conspicuous places that are available to employees and applicants for employment. Furthermore, the Company must ensure that applicants and employees with disabilities are informed of the contents of such a notice. (For example, the Company may have to read the notice aloud to a visually disabled individual, or may have to lower the posted notice for persons in a wheelchair.)

Noncompliance with these requirements can result in sanctions including the withholding of progress payments, termination, suspension or debarment of the contractor. The Company’s policies and procedures for compliance with Equal Opportunities for Veterans are further detailed in Allied Universal AAP for Individuals with Disabilities. Responsibility for compliance with the Company’s obligations as to employment of workers with disabilities is vested with the Vice President, Human Resources, the Company’s EEO officer.

- b. Discuss your company's employee benefits and recognition programs. Be sure to address medical, dental, vision, vacation, holidays, pension, and recognition.

Benefits

Allied Universal® has been a long-time industry leader in providing meaningful and affordable employee benefits. There is a direct correlation between providing employee benefits and attracting high-caliber personnel. We also understand that when we take care of our employees, they take better care of our clients.

Allied Universal Employee Benefits	
Medical Insurance	Medical plans offered to all benefit-eligible employees through payroll deduction and/or client contribution. Benefits offered pursuant to our eligibility requirements/ policy. Detailed information regarding coverage and premium costs is available.
Dental & Vision Insurance	Dental Insurance and Vision Service Plan offered to all eligible employees.
Disability, Life & Accident Insurance	<ul style="list-style-type: none"> Benefit-eligible employees have the ability to participate in a Disability Insurance Plan. Basic life insurance offered to benefit-eligible employees at no charge. Additional, supplemental life insurance and AD&D is available to employees at a competitive rate. Accident insurance through MetLife offered to benefit-eligible employees
Paycard	Employees have option to receive their pay through direct deposit or a cash paycard (where permitted by law). Paycards allow immediate access to wages without incurring check cashing fees.
Commuter Benefits Program	As an option for ALL employees, the offer of having a monthly Light Rail Pass will be available, at no cost to them. This will help them avoid parking charges that can impact retention. Another option is Transit and parking funds deductible via payroll (pre-tax basis) offered to benefit-eligible employees.
Anniversary Bonus Program	Available to all employees who completed one year of continuous service. Amount based on each full year of service completed; paid on employee's anniversary date. Security professionals can still arrange to take unpaid time off, but our experience has shown that money in hand is preferred to time off. This Bonus offers our valued employees greater flexibility, while also serving as an incentive for employees to stay therefore improving overall retention.
401(k)	Employees can enroll anytime following 6 months of full-time employment.

Allied Universal Employee Benefits	
Holidays	Security personnel receive time-and-a-half pay when working these holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
Employee Assistance Program & Legal Services	An employee assistance program and legal service is available to employees.
PerkSpot	Fringe benefits available exclusively to our employees for personal use (e.g., discounts on fitness memberships, cellular phone plans, retail merchandise and credit union access).
Career Development	Allied Universal believes in preparing our employees for a career in security. Our training programs prepare officers for the responsibilities of the site they are assigned to but it is the additional Company resources provided that create a long term commitment from our team members. We have established a documented retention program that encourages and rewards officers for their tenure with the Company as well as contribute to the continuing education and professional development of individuals through our internal development training or reimbursement of further education.
Educational Assistance, Tuition Discount & Scholarship Program	<p>Allied Universal encourages employees to continually increase their knowledge, improve technical skills and prepare for a position for greater responsibility within the company. To support employees in their professional development, a variety of programs are offered:</p> <ul style="list-style-type: none"> • Educational assistance • Tuition discount • Scholarship Program for Dependents

Retention through Incentives and Recognition

Meaningful benefits and retention programs mean security professionals are onboard for the long term and are a reliable and familiar presence at City facilities and sites. Many of our retention efforts are best illustrated through our **Incentive and Recognition** programs. Additionally, each of our management systems and solutions has elements designed to positively impact retention.

- Security Professional of the Month, Quarter, and Year Awards
- Personal and Professional Development
- Length of Service/Tenure Awards
- President Leadership Award
- Account Manager of the Year & Support Person of the Year
- Quality Enhancement Ideas
- On the Spot Awards
- Partners in Employment
- Partners in Growth

Reward & Recognition Programs



Hero Award & Hero of the Year Award

Recognizes acts of heroism. Recipients receive an "Allied Universal Hero Award" certificate, a personal letter from the CEO, and a \$100 cash award. The Hero of the Year and one runner-up, receive personal recognition by the CEO, an engraved "Allied Universal Hero" statue and a monetary award.



Annual Recognition Awards

Awards in honor of former Allied Universal leaders: 1) Paul Bryant "Security Professional of the Year", 2) Frank Rabena "Account Manager of the Year", 3) Lou Ligouri "Good Citizen of the Year", and 4) Harriett Lavender "Support Employee of the Year".



"You're Phenomenal" On-the-Spot Reward

Recognizes employees for actions that go above and beyond our already high standards of quality. Employees recognized receive a gift card.



Length of Service/Tenure Awards

Recognizes and rewards employees for period of continuous, loyal service at their 1, 3, 5, 10, 15, 20 (and each 5-year increment thereafter) year anniversaries.



Community Service Award

Allied Universal encourages employees to pursue opportunities in their community to make things better for local citizens. This award recognizes those efforts. Ten recipients are selected annually by the Community Service Award Committee and awarded \$500. All nominees receive a recognition letter from the CEO.



Partners in Growth & Partners in Employment

Referral bonus programs.

- c. Will assigned employees, full-time and part-time receive Company benefits (health and welfare, vacation, holidays, pension, etc.)?

Employees who work over 120 hours per month qualify for Company Benefits.

- d. Can employees with Company health benefits acquire dependent health care for household family members under the Company's Health Plan?

Yes.

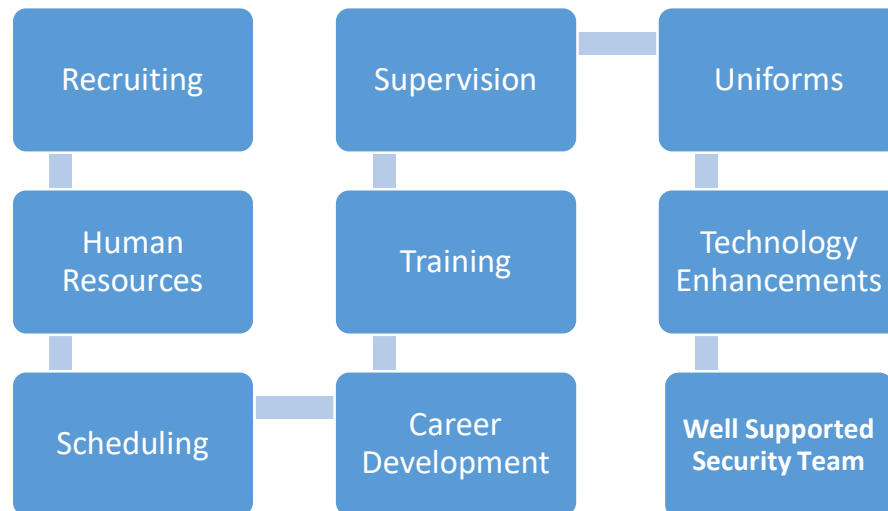
- e. Discuss your company's security guard training programs and frequency of training. Be sure to address how your company selects and trains security guards. Include with your submittal a copy of your company's policy and procedures regarding any follow-up training. Is the training free to employees?

A description of how the Company trains security professionals is provided in response to **Section 1, Company Profile, item m**. The training is free, provided at no cost to the employee. How the Company selects security professionals begins with professional recruiting, described below.

City Security Begins with Recruiting

Allied Universal has a proven process for providing our clients with well-trained security professionals that understand their responsibilities and perform their duties to the best of their ability. Our process outlines specific steps, customized to each client including drug screening, physical assessment, psychological evaluations, employment and reference checks that are designed to achieve the technical scope of the program and achieve project objectives.

Our technical program has a level of uniqueness at each step in the process and we are pleased to provide the City with details of our service and the value we bring. The goal of providing a “well supported security team” is achieved through:



Recruiting

Security professional quality begins even before we identify a candidate for a position with the City. Dedicated recruiters identify only top quality candidates. In today's competitive employment climate, it becomes even more important that Company talent and resources are focused on finding individuals that represent the highest standards of both Allied Universal and our clients. Better recruiting translates into:

- **"Best-fit" personnel for your environment**
- **Higher employee satisfaction**
- **Higher quality of performance**
- **High-quality, screened candidates**
- **Higher employee retention**



The vast number of recruiting resources utilized, along with the Company's reputation for being a great place to work, directly contributes to the **more than 1 million candidates in our hiring pipeline**. A large number of applicants means that we can select the right candidates for your security program, for each facility and post. And we have the resources to identify the best-suited individuals quickly and efficiently.

Recruiting Process

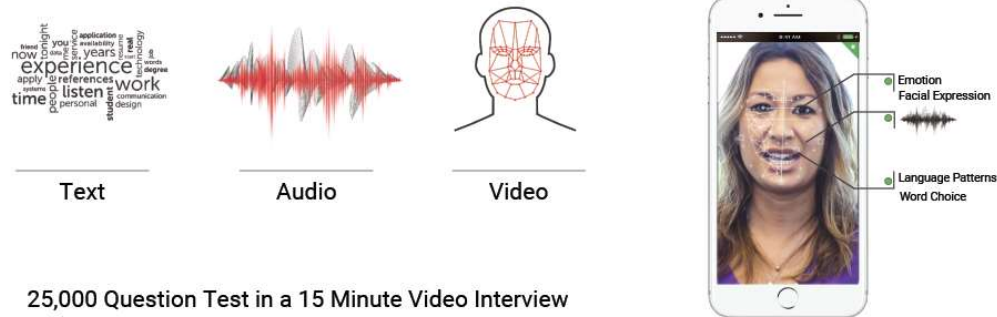
The vast number of recruiting resources we utilize along with our reputation for being a great place to work directly contributes to the more than one million candidates in our hiring pipeline. A large number of applicants means that we can select the right candidates for your security program. And, we have the resources to identify the best-suited individuals quickly and efficiently.

To ensure high quality employees that are the right fit and have the right skills for the City contract, Allied Universal® tailors job descriptions to fit each facility's and site's needs. The Company uses AU HireSmart™ to capture candidate information and keep them informed throughout the hiring process. AU HireSmart™ is an Artificial Intelligence (AI) solution for recruiting that immediately engages candidates in a chat-like question and answer session. They provide their contact information and initial qualifications, which AU HireSmart™ can use to help them find the best job for them. This integrated solution provides many unique benefits:



Overall, AU HireSmart™ improves the quality of services we provide while decreasing security professional turnover by matching candidates with the jobs best-suited to them and providing actionable steps to improve the process. It shortens the time and effort needed to staff an account while simultaneously improving quality.

AU HireSmart™ includes AI capabilities that translate video screening tests into data points that can accurately predict a candidate's aptitude for any given role. These videos measure information like emotional expression, tone, language patterns and word choice to determine a candidate's fit for each position with the City contract.



This 24/7 interview and screening capability speeds up the hiring process drastically. Through full integration with AU HireSmart™, a candidate can apply over the weekend, perform the screening tests and video assessment, and be ready for an interview with a hiring manager by Monday morning. Hiring managers can view recorded video submissions through their mobile devices and make hiring decisions anytime, anywhere.

At Allied Universal®, we are not looking to fill a position with just any candidate. We go the extra mile to dig deeper to find the right person for you. When our employees are well matched to the position requirements, they stay longer in their position, will be better engaged in their day-to-day responsibilities, and provide better service for you. Our ultimate recruiting goal is to find the best qualified candidate for every post. This translates into improved security professional quality and better results for the City.

Allied Universal® only hires 5% of all applicants. Our proven recruitment process allows us to identify the security professionals you need, when you need them

f. Discuss your company's occupational safety and health training programs and frequency of training.

Safety Plan

The Allied Universal Safety Program seeks to protect our security professionals from workplace injuries and create a safer work environment for our clients. Led by a cross-functional committee, the safety program engages security professionals and site managers in safe work practices resulting in a safety-conscious security presence at our clients' sites.

Our training requirements vary based on our scope of work and the nature of the work environment our Security Professionals are assigned. Security Professionals are required to complete Safety Training during the following circumstances:

- **Time of Hire**
 - Training is provided for employees when first hired by Allied Universal, or when re-hired Following a layoff or other leave-of-absence that exceeds 30 days.
- **Upon Assignment**
 - Training is provided for employees when they are assigned to a specific post or job task.
- **Annually**
 - Training is provided for employees within 12 months of the previous training date.
- **Work Changes**
 - Training is provided for employees when a new hazard has been introduced/ identified or a changes are made to the equipment or process used to perform their work.
- **Noncompliance**
 - Training is provided for an employee when they disregard or fail to comply with established procedures. Noncompliance training may also be provided to a group of employees when lack of understanding or an increase in related incidents is observed.

Job Safety Analysis

Allied Universal uses the Job Safety Analysis (JSA) process to evaluate work for potential hazards and document the measures that will be used to prevent accidents and injuries. The security team conducts JSAs in accordance with Allied Universal's JSA Policy.

Minimum Requirements

- Management will conduct and produce a JSA for each post to determine what hazards may be present in the work tasks and/or environment. Where hazards exist, management will plan and document measures to protect employees against these hazards.
- The JSA will document chemicals in the workplace to which employees may be exposed, as well as the Personal Protective Equipment and safety-related training required for the tasks performed at the given post.
- The JSA for each post will be shared with and made accessible to employees.
- Each employee will sign the JSA Acknowledgement form to document their receipt and understanding of the JSA.
- Each JSA will be reviewed for any needed updates at least annually, when equipment or processes change or following an incident report.

Best Practices

- Managers involve employees who perform the job duties in the task of completing the JSA. Employees are most familiar with the tasks and hazards, and often have good input about how to protect against hazards.
- Managers use the completed JSA as a training tool to onboard new employees to the job tasks and safety procedures.
- The JSA will be updated seasonally to address new or changing hazards related to the weather.

g. List any other training that your company provides that is not listed in the training categories of this RFP.

Safety Training

Safety training is of paramount importance to Allied Universal. We monitor emerging safety topics and introduce them into our evolving training programs. When the State has a specific need that requires safety training, Allied Universal can address it with well-prepared security professionals. Safety and security work hand-in-hand and a range of safety training means our security professionals can champion safety initiatives, helping to ensure a safety conscious work environment.

The following Table of Contents is taken from the Company's 250-page Safety Training Manual.



Allied Universal Security Services Corporate Safety Manual

Corporate Safety Manual Index

Tab	Title
1	Management Commitment to Health and Safety
2	Injury Illness Prevention Plan Appendix 2.1 – IIPP Summary
3	Safety Orientation Appendix 3.1 – Employee Safety Orientation Checklist
4	Safety Training Appendix 4.1 – Summary of OSHA Regulatory Training Requirements
5	Job Safety Analysis Program Appendix 5.1 – Job Safety Analysis Appendix 5.2 – Hazard Assessment Form Appendix 5.3 – Pre-Job Safety Analysis Appendix 5.4 – Job Safety Analysis Workflow
6	Managing Medical Care Appendix 6.1 – Mandatory First Aid Supplies List
7	Incident Reporting and Response Appendix 7.1 – Employee Incident Report Form Appendix 7.2 – Investigation Form Appendix 7.3 – Root Cause Analysis Questioning Guide Appendix 7.4 – Root Cause Analysis & Corrective Actions Worksheet
8	Emergency Action & Fire Prevention Appendix 8.1 – Emergency Action Plan
9	Fall Prevention
10	Heat Illness Prevention Plan
11	Hazard Communication
12	Bloodborne Pathogens Exposure Control Plan Appendix 12.1 – Information on Hepatitis B (HBV) Appendix 12.2 – Hepatitis B Vaccination Record Appendix 12.3 – Precautions to Prevent Bloodborne Pathogens Exposure Appendix 12.4 – Exposure Incident Form
13	Personal Protective Equipment Appendix 13.1 – PPE Hazard Assessment Appendix 13.2 – Mandatory Respirator Medical Evaluation Appendix 13.3 – Sample Respiratory Protection Program
14	Hearing Conservation
15	Vehicle Safety Appendix 15.1 – Quarterly Driver's License Check Form Appendix 15.2 – Mobile Device Use Policy for Drivers
16	Specialized Patrol Vehicles Appendix 16.1 – Bicycle Skills Checklist Appendix 16.2 – Bicycle Safety Inspection Checklist Appendix 16.3 – Golf Cart Driving Skills Checklist Appendix 16.4 – Golf Cart Safety Inspection Checklist Appendix 16.5 – Segway/ Three-wheeled Unit Driving Skills Checklist Appendix 16.6 – Segway/ T-3 Vehicle Inspection Checklist
17	Access to Employee Medical & Exposure Records Appendix 17.1 – Authorization Letter for the Release of Employee Medical Records Appendix 17.2 – Annual Employee Notice of Access to Medical/ Exposure Records
18	OSHA Recordkeeping Appendix 18.1 – Process to Determine OSHA Recordability
19	OSHA Inspections
20	Safety Committee Appendix 20.1 – Safety Committee Charter
21	Vendor Verification Services Appendix 21.1 – 21.9: various topics with limited application to only to affected sites

Management Commitment

Tab 01

OUR MISSION

Create a corporate culture, policies and practices that emphasize personal safety so as to protect Allied Universal employees from workplace injuries and elevate the level of service to Allied Universal's clients.

OUR GUIDING BEHAVIORS

In order to achieve our mission, we must:

- Foster a culture in which safety is a primary concern of executive, regional, branch and site leadership as well as each and every security professional.
- Provide a comprehensive safety manual to protect the occupational health and safety of our people.
- Work to continuously evaluate and improve our safety policies, programs, initiatives and performance.
- Constantly promote safety and health awareness in all of our people.
- Cultivate and support frequent safety communications via manager interactions, safety committees, personnel training, the safety manual and various other communication methods.
- Assess job tasks and document safety measures for all posts via the Job Safety Analysis, and train all personnel on the content of the JSAs for their assignments.
- Anticipate and proactively prepare for emerging new hazards and risks.
- Recognize excellent safety performance among our personnel.
- Hold our personnel accountable to behave in accordance with the requirements and spirit of the safety manual.
- Preserve and enhance our corporate reputation in the community as a safe and healthy workplace and business partner.

OUR COMMITMENT

This corporate safety manual is issued for implementation throughout Allied Universal Security Services.

h. Discuss your company's drug testing program, and frequency of drug testing.

All Allied Universal employees have a post offer, pre-employment drug test. Security Professionals receive a 10 panel oral swab at the time of hire. Random testing can be performed where states and job duties allow.

The Company's Alcohol and Drug Free Policy is provided on the following pages.



Alcohol and Drug Free Workplace Policy

Employees are the most valuable resource at Allied Universal. For this reason, the Company has a critical interest in the health, safety, and well-being of its Employees and the maintenance of a safe and efficient work environment. The Company recognizes that drug and alcohol abuse can be a key contributor to work environment safety and Employee health problems. Drug and alcohol abuse can result in decreased productivity, judgment, and/or quality of task performance that may ultimately be a factor in increased accidents, medical costs, absenteeism and workers compensation costs. Consequently, it is Allied Universal's goal to provide a workplace free of illegal drugs and alcohol abuse. This document is prepared to provide guidance to management regarding the circumstances under which AU may conduct drug testing for employees in the United States. It has been created following applicable federal and state laws, and also incorporates input from legal counsel on this topic.

WHEN DRUG/ALCOHOL TESTING IS CONDUCTED:

AU conducts drug/alcohol testing in the following circumstances:

1. Screening of Applicants to whom a Conditional Job Offer has been made, but prior to the actual start date;
2. Reasonable Suspicion Testing
3. Post-Accident Drug Testing
4. Random Drug Testing – this is **only** done in very limited circumstances, with the Executive Vice President of Human Resources' approval, and where lawfully permitted or required (i.e., client accounts where our assigned employees are governed by DOT regulations; DoD accounts where our employees are performing under a government contract where such is required, etc.). Any requests for consideration for the administration of a random drug testing program will be evaluated on a case by case basis. Where approved, a specific program will be developed to meet the needs of the account, the costs associated with administering the program must be fully borne by the client (billed as incurred), and the required resources to administer the program must be identified and billable. Further, applicants and employees considered for placement at such accounts where random testing has been approved must be advised in advance of placement, and must complete the AUS "Voluntary Acknowledgement Form" prior to placement at the account.

GENERAL POLICIES ON DRUG/ALCOHOL TESTING AT ALLIED UNIVERSAL:

- It is the policy and practice of AU to operate and maintain a drug free work environment and to hire individuals who have demonstrated themselves to be free from alcohol, the use of illegal drugs or the abuse of controlled substances. AU will refer for testing of alcohol and drug use as a condition of employment, after a conditional offer of employment has been extended, prior to the Employee's actual start date. Employment is contingent upon the successful completion of an alcohol/ drug screen.

Rev 11-1-2016



- A verified positive test with no reasonable medical explanation may result in the conditional job offer of an applicant being withdrawn, and termination of employment for current Employees. Submission to a drug test is a condition of employment and refusal to submit to a drug test will be treated as though a positive test has occurred and the Employee will be terminated unless otherwise provided by state law.
- The manufacture, possession, use, purchase or distribution of illegal drugs or controlled substances, or paraphernalia associated with the same, is strictly prohibited on Company (or Customer) property, on Company time, or while in Company vehicles.
- The use of alcohol by an Employee on Company (or Client) property, on Company time, or in a Company/Client vehicle is prohibited. (Any exception for a Company social function must be approved by a manager who is a Vice President level or above).
- Reporting to work or working while intoxicated or under the influence of any unauthorized controlled substance or illegal drug is prohibited.
- Any Employee who is taking a prescribed or over-the-counter medication that may impact his/her ability to perform his/her job safely must immediately inform his/her Human Resources Representative.
- Additionally, while there are some states that recognize the use of marijuana for medical and/or recreational uses, marijuana is deemed an unauthorized controlled substance for purposes of this policy; as such, Employees may not arrive to work impaired or under the influence of marijuana to any degree and must abide by the Company's drug free work environment policy regardless of the state in which they work and regardless whether they may be a registered and/or qualified medical marijuana patient.
- Any Employee who is convicted of, or pleads guilty to, a criminal drug offense that occurred in the workplace must notify his/her Human Resources Representative no later than five (5) days after such conviction. Compliance with this policy is a condition of employment for all Employees. Any Employee who violates any part of this policy is subject to disciplinary action, up to and including disciplinary action.
- All matters concerning an individual and this policy will be handled in a confidential manner, and information will be disseminated on a "need to know" basis only. All medical records (such as drug and alcohol tests) will similarly be treated with the required confidentiality. Any questions regarding this policy should be directed to the Employee's Human Resources Representative.

Self-Referral For Substance Abuse

Allied Universal encourages any Employee with a drug or alcohol abuse problem to voluntarily seek treatment. The Corporate Benefits Department will assist Employees who voluntarily seek help by referring them, when possible, to counseling and treatment services. All costs associated with the counseling and/or treatments are the sole responsibility of the Employee, although counseling and treatment may be covered by an Employee's medical insurance where available.

A decision to seek such assistance will not be used as the basis for disciplinary action and will not be used against the individual in any disciplinary proceeding. On the other hand, using a counseling or treatment program will not be a defense to the imposition of discipline for any previous or subsequent violation of the policy or rules listed above.

- i. **Submit information regarding your company's appearance and grooming standards, such as: the hair of both male and female employees must not extend below the top edge of the collar; tattoos should not be visible or covered; etc.**

Grooming

Personal grooming and hygiene are every bit as important as the proper uniform. Each security professional understands the importance of his or her position, the need for a positive attitude, good appearance and hygiene. Our standards include guidelines on hair, facial hair, personal grooming and jewelry. We know that our security professionals' appearance is a direct reflection of the City.

Hair

- Must be neatly cut and groomed.
- For men, must not extend past the shirt collar or cover the ears.
- For women, long hair should be combed away from the face and secured for your safety. Any hair accessory must be conservative and complimentary to the uniform.
- Hair sculpting or extreme hairstyles are not permitted.
- Extremes in dying, bleaching or tinting are not permitted, and when done must be in a natural color.

Facial Hair

- Sideburns must be neatly trimmed and cannot extend past the bottom of the earlobe.
- Where permitted under client standards, mustaches and beards must be neatly trimmed and conform to the contours of the face.

Personal Grooming

- Women are permitted to use conservative makeup, as determined by the supervisor.
- Fingernails are to be kept clean and trimmed. Women may use nail polish in a conservative manner and color.
- Use of a deodorant or antiperspirant along with regular bathing is required due to the constant interaction with others.
- Cologne, aftershave and perfume are permitted only in minimal amounts.

Jewelry

- Only one ring per hand is permitted, and it must not be unreasonably large.
- Watches and tie clips are permitted, but bracelets and chains are not.
- Women are permitted to wear one set of post-style earrings that may not be larger than a dime. Men are not permitted to wear earrings.
- Other than the earrings and rings noted above, no other visible rings or jewelry are permitted on the body (tongue, brow, nose, etc.).
- The only items permitted to be on an Allied Universal uniform during working time are issued name tags and Allied Universal issued service pins.
- As with all permitted personal property brought into the workplace, you assume all responsibility for the loss or damage of such item.

Other Items

- Hats are not permitted except where issued as part of the uniform.
- Eyeglasses are to be conservative in style. Sunglasses are only permitted while on outside duty during sunny weather and only where they do not interfere with your duties of observation and detection.

- All footwear shall be clean, in good repair and polished when applicable. Your supervisor may issue you specific footwear requirements depending on your assigned location.

j. Identify the Project Team: Identify the personnel that will be assigned to the project, their credentials and their experience with similar projects. Include biographies of the leading team members.

Resumes of Key Personnel are provided in response to **Section 1, Company Profile, item h.**



See EXHIBIT B, ATTACHMENT 1 of contract for Pricing Schedule

Pricing Schedule

Attachment 4

See EXHIBIT B, ATTACHMENT 1 of contract for Pricing Schedule

Second Year Increase Rate 3% (Not to exceed 3%)
Third Year Increase Rate 3% (Not to exceed 3%)
Fourth Year Increase Rate 3% (Not to exceed 3%)
Fifth Year Increase Rate 3% (Not to exceed 3%)

Contractor Commitment to Provide License Plate Recognition (LPR) Systems in a minimum of two (2) Mobile Patrol Vehicles within 60 days of Contract Award. **YES X**. NO _____

Agreed to By: Erik Homan

Date: Feb. 3, 2020

TOUR CONFIRMATION SYSTEM

Identify the type of Tour system to be installed under this contract.

HELIAUS – Allied Universal's Proprietary Tour System

Make & Model of Tour System

8. Local Business Enterprise Forms

The City's Local Business Enterprise Requirement is applicable to this RFP. The Local Business Enterprise program Forms (Attachment 2) must be submitted with your proposal.

Attachment 2

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below.

☒ YES - the firm submitting the bid is qualified as a local business enterprise.

☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

154739

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

Allied Universal Security Services

8950 Cal Center Drive, Suite 115

Sacramento, CA 95826

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

SACRAMENTO

Local Business Enterprise (LBE)
Participation Verification Form
Professional and Nonprofessional Service Agreements of \$100,000 or More

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID
IF A SEPARATE SEALED COST ESTIMATE IS REQUIRED, THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE

To be eligible for this agreement, the proposer or bidder shall list below all the business entities used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

Proposer/Bidder Name: Allied Universal Security Proposal/Bid Amount: \$4.2M Is the Proposer/Bidder a LBE? ☒ Yes ☐ No

LBE Business Entity Name and Address (subject to verification)	Description of Work or Services to be provided	Estimated Dollar Value of Work or Services
Universal Protection Service, LP, dba Allied Universal Security Services	Unarmed Uniformed Security Guard Services	
8950 Cal Center Drive, Suite 115, Sacramento, CA 95826		

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

COPY ~~to~~ ATTACH ADDITIONAL SHEETS AS NECESSARY

Page of

Form Revised 2/3/2014

9. Qualifications Questionnaire (Attachment 3)

The Qualifications Questionnaire (Attachment 3) must be submitted with each proposal. Only proposals from qualified firms will be evaluated.

GENERAL: Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualifying proposal must address all items. Incomplete proposals may be rejected.

Contractors shall attach any supplemental pages as necessary to respond to the questions below. Each question should be numbered to correspond to the question number given and attached in sequential number order.

1. Provide copies of applicable licenses and permits required to operate a Security business in the State of California and in the City of Sacramento.

The four items below have been provided in response to **Section 1, Company Profile, item f.**

- **State of California Private Patrol Operator License PPO #14417**
- **City of Sacramento Private Patrol / Security Permit No. 07-037**
- **Sacramento County Sheriff's Department Special Business License No. SPB12003-24999**
- **City of Sacramento Business Operations Tax Certificate No. 154739**
- **County of Sacramento General Business License No. GNB32017-01592**

2. Has your company been in the security business in the City of Sacramento for a minimum of 3 years, either as its own entity or through a merger? Yes / No

Yes.

3. Does your pre-employment screening requirements include testing for controlled substances, including schedule I, II, III, & IV? (see <http://www.deadiversion.usdoj.gov/schedules/index.html>) for definitions) Yes / No

Yes.

4. What is the education, experience and work history required before employment with your company as an entry level Security Guard or Officer?

In most cases, the Company requires candidates to have a high school diploma or equivalent GED. Security services experience is not necessary in all cases, but is required per some contracts clients have with the Company. Work history is captured on the initial application, and work history and education can be verified for an additional charge.

5. The City of Sacramento has a Drug Free Workplace Policy? Does your company have a similar policy? Yes / No

Yes.

6. On average, how many day's notice do you provide to your employees before assigning them to a new location?

Employees assigned to a new location must first be trained in all requirements on the new assignment contract before they can be assigned. In some cases, the employee already meets all requirements of the new assignment, and therefore is available on short notice. Other times, it might take days for an

employee to attain the proper credentials and training before being assigned to a new contract.

7. On average, how many day's notice do you provide your employees before assigning them off-hour and weekend assignments?

On average one week.

8. How quickly can a Guard be replaced if necessary?

For performance issues and client requested removals, a guard can be removed and replaced by the following day.

9. Can you provide mobile (roving) patrol units for parking garages/lots and for locations with multiple buildings/facilities? Yes / No

Yes.

10. What types of training and professional certifications do you require your Guards to have? For example: CPR, First Aid, Standard mandated training SB 2880, or other professional certifications. Name the Agency certifying each type of course training.

Guards are required to have training and professional certification that meets client requirements for their assignments. The Company provides initial and ongoing training as described in response to **Section 1, item m.**

Many security professionals attain professional certifications that are not necessarily required by the Company but do serve to advance careers of those individuals.

11. Is your company currently registered with the Sacramento Police Department or the State of California? City Yes / No State.....Yes./No

City: Yes.

State: Yes.

12. Do you provide medical health benefits to your employees? Yes / No

Yes.

13. Do you provide full medical coverage? Yes / No

Yes. Medical plans are offered to all benefit-eligible employees through payroll deduction and/or client contribution. Benefits offered pursuant to Company eligibility requirements/policy. Detailed information regarding coverage and premium costs is available.

14. Do you provide dental coverage to your employees? Yes / No

Yes.

15. Do you provide vision coverage to your employees? Yes / No

Yes.

16. Any contract awarded to you will require that electronic (LCP Tracker) payroll records be provided to

the City to include all employees working on any City contract, their hours worked, vacations paid, overtime, and benefits given. You must remain in compliance with the City's Living Wage Ordinance (<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>) during the time of award. Can you provide these documents in an electronic format? Yes / No

Yes.

17. Please describe your company's Lunch and Break policy.

In general, non-exempt employees who work more than 5 hours per day must be provided with an **off-duty** meal period of not less than 30 minutes. The meal period must begin before the end of the 5th hour of work.

- If employees work more than 10 hours, a second off-duty meal period of not less than 30 minutes must be provided. The meal period must begin before the end of the 10th hour of work.
- Employees must be **free from employer and client control** and **relieved of all duty**.
- Employees may not be required to remain "on call."
- Employees **must be free to leave the site**.
- Employees **may not be required to carry and/or monitor a communication device**.

18. Does your company have an Equal Opportunity/Non-Discrimination policy? Yes / No

Yes.

19. Relative to your employment practices, is your company an Equal Opportunity Employer? Yes / No

Yes.

20. Does your company have a policy on profiling? Yes / No

Yes. We do not profile or discriminate.

21. In the past five years has a governmental agency, private entity or individual terminated your firm's contract prior to completion of that contract? Yes / No

If Yes, please state reasons:

Yes.

As a large national security provider with thousands of clients, from time to time Allied Universal receives communications from parties with whom it has a contract, alleging that Allied Universal has not performed a contract obligation under the terms of the contract. Frequently these issues result from good-faith differences in contract interpretation or factual misunderstandings, which are always addressed in a prompt and constructive manner.

When service concerns are brought to the Company's attention, it engages with the client to resolve the matter promptly and appropriately. Some contracts contain the right to terminate for convenience, and accordingly, some clients from time-to-time terminate their service agreements on that basis.

22. In the past five years, has your firm used a subcontractor to perform work on a government contract? Yes / No

Yes.

23. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor for any governmental agency contract? Yes / No

If Yes, please state reasons:

No.

24. In the past five years, has your firm been a defendant in court on a matter related to any of the following issues?

(a) Payment discrepancies to subcontractors? Yes / No

(b) Work performance on a contract? Yes / No

(c) Employment-related litigation brought by a current or former employee? Yes / No

If Yes to any of the questions above, explain the circumstances surrounding each. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

Due to the volume of cases in which Allied Universal is involved in in the ordinary course of its business, it is not feasible or practical to list every legal proceeding involving the company.

Yes. As a large national security provider with thousands of clients, from time to time Allied Universal receives communications from parties with whom it has a contract, alleging that Allied Universal has not performed a contract obligation under the terms of the contract. Frequently these issues result from good-faith differences in contract interpretation or factual misunderstandings, which are always addressed in a prompt and constructive manner.

When service concerns are brought to the Company's attention, it engages with the client to resolve the matter promptly and appropriately. Some contracts contain the right to terminate for convenience, and accordingly, some clients from time-to-time terminate their service agreements on that basis.

Due to the volume of cases in which Allied Universal is involved in in the ordinary course of its business, it is not feasible or practical to list every legal proceeding involving the company.

Yes. As a large national security provider with more than 200,000 employees, Allied Universal is subject to routine civil litigation in the ordinary course of its business, some of which involves claims resulting from the conduct of its operations. The Company maintains general liability and other insurance coverage that it believes adequately insures us the risks associated with these claims.

Cases in which Allied Universal is named as a defendant include claims by current or former employees related to their employment. Such cases may range from wrongful termination actions to actions alleging discrimination on one or more bases.

There is no ongoing civil litigation or like legal proceeding that would have a materially adverse impact on Allied Universal its operations or its financial condition; nor, to its best knowledge, information and belief, is any such civil litigation or like legal proceeding pending or threatened.

Due to the volume of cases in which Allied Universal is involved in in the ordinary course of its business, it is not feasible or practical to list every legal proceeding involving the Company.

25. Does your firm have any outstanding judgments pending against it? Yes / No

Yes. Judgments are routinely pending against the Company with respect to litigation summarized above. All final judgments are promptly satisfied, and there are not judgment liens on our property or assets.

26. In the past five years, has your firm been assessed liquidated damages on a contract? Yes / No If Yes, explain the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

Yes. As a large national security provider with thousands of clients, from time to time Allied Universal receives communications from parties with whom it has a contract, alleging that Allied Universal has not performed a contract obligation under the terms of the contract. Frequently these issues result from good-faith differences in contract interpretation or factual misunderstandings, which are always addressed in a prompt and constructive manner.

When service concerns are brought to the Company's attention, it engages with the client to resolve the matter promptly and appropriately. Some contracts contain the right to terminate for convenience, and accordingly, some clients from time-to-time terminate their service agreements on that basis.

27. Do you require your security guards to have California Guard cards? Yes / No

Yes.

28. If awarded a contract, can you equip a minimum of two (2) of your mobile patrol vehicles with a Vehicle License Plate Recognition (LPR) System within 60 days? Yes / No

Yes.

29. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

No. Balance due net 30 days.

30. PERFORMANCE BOND

The successful firm(s) must provide annual performance bonds in the amount of 50% of the annual estimated service cost. Do you agree to provide this annual bond? Yes / No

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in these sections may be grounds for rejection of bid.

BID SECURITY: If you are determined to be qualified, can you provide Bid Security? Bid Security is: [X] Required [] Not Required Yes / No

Bid security approved by the City must accompany the contract, in the amount of 5% of the first year's anticipated cost. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the successful Contractor after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

Yes.

Yes.

LIQUIDATED DAMAGES

In the past five years, has your firm been assessed liquidated damages on a contract? Yes / No

If Yes, explain the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

Yes.

As a large national security provider with more than \$8 billion in assets, 11,300 client accounts, and more than 200,000 employees, the Company at times is assessed liquidated damages on a contract. The Company responds appropriately and if necessary, makes any corrections in security program operations.

TERMINATION

In the past five years has a governmental agency, private entity or individual terminated your firm's contract prior to completion of that contract? Yes / No

If Yes, please state reasons:

Yes. As a large national security provider with thousands of clients, from time to time Allied Universal receives communications from parties with whom it has a contract, alleging that Allied Universal has not performed a contract obligation under the terms of the contract. Frequently these issues result from good-faith differences in contract interpretation or factual misunderstandings, which are always addressed in a prompt and constructive manner.

When service concerns are brought to the Company's attention, it engages with the client to resolve the matter promptly and appropriately. Some contracts contain the right to terminate for convenience, and accordingly, some clients from time-to-time terminate their service agreements on that basis.

DESCRIBE YOUR 24-HOUR COMMUNICATIONS CAPABILITY

Contractor shall maintain a 24-hour communications center. Contractor shall be responsible for the proper operation and security of its pagers, radios, cellular phones and chargers.

DISCUSS YOUR AFTER HOUR RESPONSE

Contractor shall be able to respond 24 hours a day, 7 days a week, 365 days a year, including all holidays. Contractor must be able to dispatch a mobile unit upon a moment's notice – specifically after-hours – to respond to building burglar and fire alarm systems and other similar type calls, within 20 – 30 minutes. A firm with answering devices, which record messages for follow-up at a later time, will not meet this requirement.

Allied Universal® Service Assurance Center (24/7/365)

The Sacramento branch office personnel will serve as the City's primary point of contact. However, the Allied Universal® Service Assurance Center is available to assist after hours, and for special emergency needs.

Allied Universal® Service Assurance Center Advantages



Service Assurance Center



24/7/365

Operates round-the-clock.



Calls Forwarded

Branch office calls are forwarded at the close of each business day.



Crisis Communication

Hub for crisis management communications support: hurricanes, blizzards and floods.



Special Coverage

Communication conduit for clients' emergency coverage needs.



Scheduling Support

Oversees/monitors all Security Professional schedules, which helps ensure accurate client payroll and billing.



Immediate Notification

Dispatches calls/messages immediately to the appropriate manager (home phone, cell phone).

10. Proposal Submittal Form

A signed Proposal Submittal Form (attachment 1) must be submitted with each proposal.

ATTACHMENT 1

SUBMITTAL SIGNATURE

All FIRMS must complete and sign this section. Failure to complete and sign this section may result in rejection of the submittal.

Name of Firm: Universal Protection Service, LLC, dba Allied Universal Security

Business Address: 8950 Cal Center Drive, Suite 115 Sacramento, CA 95826
(Street) (City) (State) (Zip Code)

Telephone: 916.448.0400 Fax: _____

Type of Business:

- ☐ Corporation
- ☒ Partnership
- ☐ Individual doing business under own name
- ☐ Individual doing business using a firm name
- ☐ Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: 33-0973846

City of Sacramento Business Operations Tax Number: 154739

*BOEBUPSZ POMZ JG SFDPNNEOEE GPS DPOUSBDU BXBSE.

Signature:  Date Signed: Feb. 3, 2020

Name & Title: Mike Smidt, Regional President, NW

Note: All information submitted in or in connection with this proposal is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a submittal that contains false information.

11. Bid Security

A bid security in the form of a cashier's check, certified check, or bid bond in the amount of 5% of the first year's anticipated cost (as outlined in the Attachment 3 Qualifications Questionnaire) must be submitted with each proposal.

Is being hand delivered to the City before deadline of Monday, February 3, 2020, by 4pm.

(Messages have been left for Ashley Petralli to set up an appointment for delivery as instructed.)

Attachment 5: Specifications for Mobile License Plate Recognition (LPR)

Contractor's vehicles (Minimum 2) must be equipped with a mobile License Plate Recognition (LPR) system. This system shall be compatible with the current system used by the city (Currently Genetec AutoVu), operating in the enforcement vehicles under control of the Parking Services Division.

"Compatible" means Contractor's system shall:

- a. be managed and configured by the City's AutoVu Security Center,
- b. receive updates to various hotlists managed by Parking Services Division, and
- c. send updates on "hits" to City's AutoVu Security Center.

While Contractor's mobile LPR system must be compatible with City's system, Contractor's personnel will not perform parking enforcement activities. However, Contractor's personnel will notify designated City contacts of "hits" based on the hotlists that City has programmed into Contractor's system.

If the City changes systems, the contractor shall be required to make the same transition for continuity of service.

Specific requirements for the mobile LPR system follow.

A. In-car imaging requirements.

1. Camera

- a. The camera unit shall have monochrome progressive scan LPR cameras with a resolution of 1024X946(XGA) @ 30fps.
- b. The camera unit shall have options to be equipped with a 12mm, 16mm, or 25mm lens.
- c. The camera unit shall have an operating temperature range from -4°F to 140°F (-20°C to 60°C), with an extended temperature option ranging from -40°F to 140°F (-40°C to 60°C).
- d. The camera unit shall have a storage temperature range of -40°F to 185°F (-40°C to 85°C).
- e. The camera unit shall support vibration according to standard MIL-STD 810G 514.6 (Figure 514.6 C-1).
- f. The camera unit shall resist bumps according to standard IEC 60068-2-29 (Directions: $\pm X$, $\pm Y$, $\pm Z$).
- g. The camera unit shall resist shock according to standard MIL-STD 810G 516.6.
- h. The camera unit shall be sealed according to standard IP67 IEC 60529.
- i. The camera unit shall have a snow, rain, and sun visor.
- j. The camera unit shall have an integrated pulsed LED illuminator available in 850nm, 740nm, and 590nm wavelengths.
- k. The camera shall have dynamic exposure allowing all-weather reading of dirty or obstructed plates. The camera shall read at skew angles up to 45 degrees.
- l. The camera status LED shall have the capability of being disabled for covert operations.

2. Image Processing.

- a. The central processing unit shall have support for international license plate reading
- b. The central processing unit shall support up to 2 XGA LPR at 30FPS camera unit inputs
- c. The central processing unit shall have an operating temperature range from -40°F to 150°F (-40°C to 65°C).
- d. The central processing unit shall have a storage temperature range of -40°F to 185°F (-40°C to 85°C).

B. In-car processing requirements

1. The system shall be able to capture vehicles up to differential speeds of 200MPH (320 km/h) to 220mph (355 km/h).
2. The in-vehicle system shall be running at all times when operating within the limits of the City of Sacramento.
3. The in-vehicle software shall be able to run in automatic mode without any user intervention.
4. The in-vehicle software shall support up to 4 channels of LPR and process license plate reads from all channels, or one channel at a time (user selectable).
5. The in-vehicle software shall wirelessly download all settings configured centrally from the City of Sacramento, Parking Services Division, BackOffice (BO).
6. The in-vehicle software shall download all software updates configured centrally from the BackOffice (BO) wirelessly.
7. The interface shall provide a live feed of the LPR cameras units (for both the LPR and context camera) to use for calibration, as well as a manual override on the LPR camera exposure settings (default mode is set to automatic).
8. The interface shall provide a form for manually capturing a license plate outside the field of view of the LPR cameras.
9. The interface shall display for every license plate read the license plate sub image, context image of the vehicle, license plate number, GPS location, and timestamp.
10. The interface shall have image magnification controls for the vehicle context image with scrollbars to navigate thru the image.
11. The interface shall display the current date and time in real-time.
12. The in-vehicle software shall support BeNomad maps.
13. The interface shall be able to toggle to a map view to view the license plate reads plotted on a Map. The map shall have dynamic zoom and pan controls.
14. The interface shall display the current address and block information (if available on map) in real-time.
15. The in-vehicle software shall support multiple hotlists (blacklists) matching with lists up to 14 million entries long.
16. The interface shall have an indicator to show the real-time status of the hotlist and permit lists (loading in progress, loading complete, error).
17. The in-vehicle software shall have configurable matcher settings applicable to hotlist matching and permit enforcement (OCR equivalents, etc.).

18. The interface shall display hotlist hits with a custom color and sound.
19. The system shall dynamically update the hotlists and contents of the hotlist from the back office during operation via wireless.
20. The in-vehicle software shall support incremental hotlist updates.
21. The interface shall allow editing a license plate read that was incorrectly read (in the event of a hit).
22. The interface shall allow the user to accept/reject a hit. An acceptance or rejection shall present a form to select from custom reasons. System may also prompt the operator to input notes relating to a hit accept.
23. The interface shall have a visual indicator which specifies from which channel the license plate read originated.
24. The interface shall have a visual indicator of pending alarms.
25. The interface shall have an interface to select the zone of enforcement, which could be any geographical zone.
26. The in-vehicle software shall provide the option to circle the license plate in the context image.
27. The interface shall have a diagnostic page to display the real time health of the system.
28. The interface shall have a way to manually toggle license reading on/off.
29. The interface shall have a page to review reads and "hits," through which the user may scroll or search.
30. The interface shall have a form to enter additional vehicles dynamically into a hotlist, which can have a user-selectable expiry date. Operator can also select attributes from pre-populated forms to describe the entry, as well as enter up to 200 characters of text.
31. The in-vehicle software shall transfer read/hit data in real-time to the BackOffice wirelessly.
32. The in-vehicle software shall offload the read/hit data at the end of the shift to the BackOffice wirelessly.
33. For wireless offload, the in-vehicle application must be able to support 256 bit Rijndael encryption of the offloaded data.
34. The in-vehicle software read/hit wireless transmission shall support buffering to a queue should the connection temporarily be lost.
35. The on-board LPR software shall analyze each frame without requiring external input/output triggering to read the license plate in the camera's Field of View (FOV).

36. The on-board LPR software shall be able to detect and read license plates with embossed characters, flat characters, and any kind of paint/background.
37. The on-board LPR software shall be able to detect and read license plates with a maximum angle of 45° in front and 70° in depth.
38. The on-board LPR software shall contain an OCR equivalent optimization system to improve discrimination between the similar characters for the license plates found in the City of Sacramento
39. The on-board LPR software shall be able to detect and read several types of license plates such as vehicle license plate with one line, two lines, different alphabets on same plate, etc.
40. The on-board LPR software shall be a font independent system. Consequently if license plates contain several font types or new fonts are used in the area, the system shall handle a license plate with these new fonts.
41. When in-vehicle mapping is enabled, user shall be able to navigate in the map view, zoom in and zoom out of the map view.
42. The in-vehicle application shall support the capability to manually capture a still image with the overview camera.
43. The in-vehicle application shall support the capability to automatically capture a vehicle context image with a manually entered license plate read.
44. The in-vehicle application shall support live feed of the context camera such that a user can maneuver the vehicle to optimize the context image before a manual capture.
45. When reviewing reads and hits, a user shall be able to search for a full or partial license plate in the database, with OCR equivalents and fuzzy matching, to determine if a particular license plate has been captured in the system.
46. The in-vehicle application shall be configurable for read privacy control (With read privacy control, a stored read does not include a license plate image cut out, a context image or a license plate interpretation. A stored hit will include a license plate image cut out, a context image and a license plate interpretation irrespective of the configuration of read privacy control.)
47. In order to safeguard the chain of custody, the in-vehicle application shall support data watermarking, which electronically marks every read and hit. If this information were to be modified in any way, the corresponding watermark would not match the data and this would be displayed in the Back-Office application for review.
48. The in-vehicle application shall be able to display statistics on the stored reads and hits including, but not limited to, count per camera and count per hit type.
49. The application shall be responsive in comparing a captured license plate against multiple and voluminous databases with less than a 2 second response to a query of a database containing up to 14,000,000 entries.

50. Upon receiving a hotlist hit, the in-vehicle application will display the following information:

- a. Image cut out of the license plate.
- b. Color context image of the vehicle.
- c. License plate interpretation.
- d. Camera identification.
- e. Date and timestamp.
- f. GPS coordinates or, as an option, street address and map view of the location of the hit.
- g. Hotlist attributes including name, priority and color.
- h. Multiple hit indicator i.e. has this read license plate been matched against more than one hotlist entry.
- i. Other fields on the hotlist such as plate state or category, VIN, etc.

51. Any hits which have not been acknowledged by the user shall be displayed as unresolved hits in the interface until they are acknowledged or resolved. The system must continue to process license plate data in the background and all captured data must be stored.

52. The system shall alert the user of subsequent hits while reviewing hits.

53. The system shall be configurable to limit the number of hits against each hotlist category.

54. Upon notification of a hit, if the user determines the license plate from the hotlist does not correspond to the actual license plate cut out image, the user shall be able to edit the license plate interpretation. The original hit is automatically rejected and the edited license plate is automatically checked against the hotlist database.

C. Interfacing requirements.

1. The System must be compatible with the current BackOffice application used by the City of Sacramento, the Genetec Security Center, version 5.2. An authorized City of Sacramento supervisor or manager shall be able to do the following functions:

- a. Configuration of embedded LPR systems.
- b. Live event monitoring from the vehicle.
- c. Reporting on any of the LPR vehicles.
- d. Dynamic graphical map viewing.

2. The new LPR equipment must communicate directly with Security Center without any “middleware” to download the encrypted hotlists already existing in the Security Center software.

3. The reads and hits must be sent in real time to the Security Center software and stored in the Security Center databases.

4. Contractor’s LPR vehicles must appear in Security Center as individual and separate vehicles. Grouping all reads/hits under a single vehicle entity in Security Center will not be an option.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B : Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C : XL Insurance America</td><td>24554</td></tr><tr><td>INSURER D : Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER E : National Union Fire Insurance Co.</td><td>19445</td></tr><tr><td>INSURER F : XL Specialty Insurance Company</td><td>37885</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Insurance America	24554	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : National Union Fire Insurance Co.	19445	INSURER F : XL Specialty Insurance Company	37885
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COVERAGES

CERTIFICATE NUMBER:

CLE-006525347-07

REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		082695264	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		RAD9437818-03	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		RES9437994 EXCESS OF GENERAL LIABILITY	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CRIME		016151076	08/01/2019	08/01/2020	EMPLOYEE THEFT OR DISHONESTY 2,000,000 CLIENT'S PROPERTY 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sacramento is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Sacramento
Attn: Rebecca Bircher
915 I St.
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

First Named Insured:

Allied Universal Topco, LLC

Additional Named Insureds:

AlliedBarton (NC) LLC

AlliedBarton (NC) LLC, dba Allied Universal Security Services

AlliedBarton Security Services LLC

AlliedBarton Security Services LLC, dba Allied Universal Security Services

AlliedBarton Security Services LP

AlliedBarton Security Services LP, dba Allied Universal Security Services

Allied Security Holdings LLC

Allied Universal Holdco LLC

Andrews International Government Services, Inc.

Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services

Apollo Security International, Inc.

C & D Enterprises, Inc.

FJC Security Services, Inc.

FJC Security Services, Inc., dba Allied Universal Security Services

Guardsmark (Puerto Rico), LLC

Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC

Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC

Intelligent Access Systems of North Carolina, LLC

Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services

Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic

Peoplemark, Inc.

Peoplemark, LLC

Securadyne Systems Intermediate LLC

Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services

Securadyne Systems Texas LLC

Securadyne Systems Texas LLC, dba Allied Universal Technology Services

SFI Electronics, LLC

SFI Electronics, LLC, dba Allied Universal Technology Services

SFI Electronics, LLC, dba Allied Universal Security Systems

SFI Electronics, LLC, dba Universal Protection Security Systems

Spectaguard Acquisition LLC

Staff Pro Inc.

Staff Pro Inc., dba Allied Universal Event Services

Surveillance Specialties, Ltd.

Surveillance Specialties, Ltd., dba Allied Universal Technology Services

Surveillance Specialties, Ltd., dba Securadyne Systems Northeast

Universal Building Maintenance, LLC

Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services

Universal Protection Security Systems, LP

Universal Protection Security Systems, LP, dba Allied Universal Technology Services

Universal Protection Security Systems, LP, dba Allied Universal Security Systems

Universal Protection Service of Canada Co.

Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.

Universal Protection Service of Canada Corporation



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
 Universal Protection Service, LLC
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 Universal Protection Service, LP
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LP, dba Allied Universal Security Services
 Universal Protection Service, LP, dba Allied Universal Security Services, LP
 Universal Protection Service of Seattle, LLC
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 Universal Services of America, LP
 Universal Thrive Technologies, LLC
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 Universal Thrive Technologies, LLC, dba Thrive Intelligence
 U.S. Security Associates, Inc.
 U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
 U. S. Security Associates Aviation Services, Inc.
 U. S. Security Associates Holding Corp.
 U. S. Security Associates Holdings II Corp.
 U. S. Security Associates Holdings, Inc.
 U. S. Security Associates Staffing, Inc.
 U. S. Security Holdings, Inc.
 Vance Executive Protection, In.
 Vance International Consulting, Inc.

The following acquisitions are included for coverage in the policies evidenced above as follows:

Coverage effective dates:

General and Umbrella Liability: 12/31/2019

Auto Liability and Workers' Compensation: 01/12/2020

AS Solution North America, Inc.
 AS Solution North America, Inc., dba AS Solution
 First Alarm Security & Patrol, Inc.
 First Alarm Security & Patrol, Inc., dba First Alarm
 First Alarm Security & Patrol, Inc., dba First Security
 First Alarm Security & Patrol, Inc., dba First Security Services
 SOS Security, LLC
 SOS Security LP
 SOS Security LP, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
 TSI Security LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: November 1, 2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

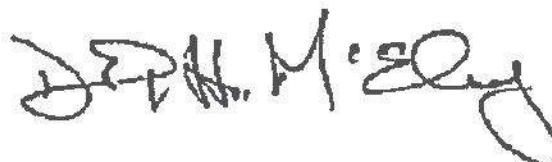
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- D.** The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- E.** This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
1. The additional insured is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.



Authorized Representative OR
Countersignature (in states where applicable)

LEXDOC021
LX0404

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

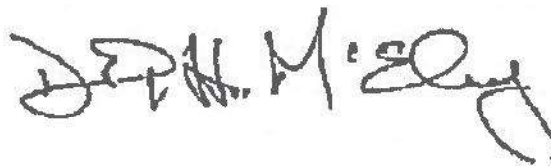
The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

LEXDOC021

LX0404



Authorized Representative OR
Countersignature (In states where applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-01-2019

Policy No. RWD3001203-03

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)

SUPPLEMENTAL CONTRACT

Project Title and Job Number:
Purchase Order #:

Date: 4/10/2024
Supplemental Contract No.: 6

The City of Sacramento ("City") and **Universal Protection Service, LP dba Allied Universal Security Services** ("Contractor"), as parties to that certain Contract Services Agreement designated as Contract Number **PRC000953**, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Billable Rates specified in Exhibit B – Attachment 1 – Pricing Schedule of the Contract are amended as follows:

Item	Description/Title	Hourly Rate
1	Security Guard I	\$ 29.88
2	Security Guard II	\$ 30.35
3	Sergeant	\$ 33.21
4	Lieutenant	\$ 35.34
5	Site Manager	\$ 42.56
6	Account Manager	\$ 59.76
7	Additional Services	\$ 44.82
8	Mobile Patrol w/cost of vehicle included in rate	\$ 31.18

These rates represent an increase by 3% from the rates set forth in Supplement Number 5, to match the agreed upon annual increase. **These rates are effective 8/25/2024.**

2. The maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **Increased by \$4,000,000.00** and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$	23,500,000
Net change by previous supplemental contracts:	\$	0.00
Not-to-exceed amount prior to this supplemental contract:	\$	0.00
Increased by this supplemental contract:	\$	4,000,000.00
New not-to exceed amount including all supplemental contracts:	\$	27,500,000.00

3. The term of the Contract is extended through 8/24/2025.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor is duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform as required under the Contract, as supplemented and modified by this supplement.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 

Title: General Manager

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: 
Angel Solis (May 23, 2024 16:45 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: