

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSALS for *CONTRACT SECURITY SERVICES*

(RFP No. 782-190402)

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CHANGE FROM PRE-PROPOSAL MEETING:

***QUESTIONS REGARDING THIS RFP WILL NOT BE
ACCEPTED AFTER***

Monday, April 15, 2019 at 3:00 PM

RFP RESPONSES DUE NOT LATER THAN

WHEN: MONDAY, April 29, 2019 at 3:00 PM

WHERE: EBMUD, Purchasing Division Front Counter

375 Eleventh St. – 1st Floor, Oakland, CA 94607



EAST BAY MUNICIPAL UTILITY DISTRICT CONTRACT SECURITY SERVICES RFP

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I. EBMUD OVERVIEW OF CONTRACT SECURITY SERVICES

CONTRACT SECURITY SERVICES TERMS

It is the intent of these specifications, terms, and conditions to describe the contract security services being requested by the East Bay Municipal Utility DISTRICT.

Hereafter in this document and all security contract agreements that follow, "East Bay Municipal Utility DISTRICT," "EBMUD," "DISTRICT," or "the DISTRICT," are terms that shall be deemed synonymous.

Hereafter, "CONTRACTOR" will refer to the Security Services Contractor the DISTRICT seeks. When the RFP process is complete and a contractor is selected to provide the services described in this Request for Proposals, the name of the selected company will be used to replace "CONTRACTOR" in each agreement signed by CONTRACTOR and DISTRICT.

EBMUD CONTRACTED SECURITY SERVICES

The DISTRICT seeks well qualified security services contractors to submit proposals to provide professional, stable, reliable, and high-quality, uniformed and plain-clothed, armed and un-armed CONTRACT security services to protect the employees and Critical Infrastructure/ Key Resources (CI/KR) facilities of the DISTRICT.

While the majority of the security services the DISTRICT contracts for is in the East Bay service area of Alameda and Contra Costa Counties, these services are frequently needed for any of the DISTRICT facilities and work locations in other counties where the DISTRICT owns and operates CI/KR facilities; including Sacramento County, Amador County, Calaveras County, and San Joaquin County.

DISTRICT "facilities" include, but are not limited to: administrative offices, operations and maintenance facilities, storage yards, service centers, water and wastewater treatment facilities, warehouse facilities, water storage reservoirs, pumping plants, rate control stations, regulators, dams and levees, water and wastewater construction, maintenance and infrastructure improvement projects sites owned and in some cases leased/ rented by the DISTRICT, and DISTRICT watershed facilities, land and recreational areas.

The DISTRICT retains the right to add, adjust, or remove any and all contracted security posts, assignments, or mobile patrols, and to increase or decrease the number of security agents assigned to security posts and

mobile patrols depending on the DISTRICT's needs day to day and under emergency situations.

ONE SECURITY SERVICES CONTRACT

The DISTRICT intends to award ONE security services contract in 2019. This will be a three (3) year contract with two (2) options to renew for one-year terms to be awarded to the company proposing the highest quality and best-trained security officers, supervisors and Client Managers, under terms and conditions that best meets the DISTRICT's needs and requirements for these security services. EBMUD

GEOGRAPHIC AND FUNCTIONAL SCOPE OVERVIEW

EBMUD is one of the four largest water and wastewater utilities in California, and one of the twelve largest in the United States. The DISTRICT owns and operates hundreds of Critical Infrastructure and Key Resource facilities, spread across six counties.

Proposer must have the ability to adhere to all requirements outlined in this RFP.

The following is a description of critical lifeline services, including, but not limited to:

1. Water Supply – “Upcountry” in the Sierra Foothills

The source of the DISTRICT's water is the Mokelumne River that supplies Pardee Reservoir, in the foothills of the Sierra Mountains in Amador County and Calaveras County. The DISTRICT owns and operates two Federal Energy Regulatory Commission (FERC) regulated hydro-electric dams in the Sierras; one on Pardee Reservoir and the other on Camanche Reservoir. On each of those lakes the DISTRICT has small water treatment plants that provide drinking water to small populations and the DISTRICT facilities on and near each of those lakes. EBMUD is a significant steward of the watershed land in that area; maintaining both lakes open to recreation, but with no body-contact with the water at Pardee, as that is the source of 90% of the drinking water that serves the East Bay service area. Below the Camanche Dam is a fish hatchery, which is critically important to native species of salmon, and the DISTRICT partners with the State of California to manage and monitor the annual migration of salmon from the Mokelumne River through the Delta to the ocean, and back.

2. The Aqueduct System

The DISTRICT's aqueducts bring water from Pardee Reservoir down through Campo Seco, and gravity-feed that water over 90

miles down through San Joaquin County, across the California Delta region and into Contra Costa County where the aqueduct system connects to a regionally distributed network of Water Treatment Plants (WTPs).

From those WTPs, potable (drinking) water goes out into the water distribution system through thousands of miles of various sizes of pipe, through large pumps in pumping plants that push the water uphill into storage tank reservoirs. In the hills there are often pumping plants next to one reservoir that pushes water further up the hill to another reservoir. From the tops of the hills, drinking water is fed by gravity down into the homes and businesses within a complicated system of pressure zones.

3. Local Water Supply in the East Bay

Residential customers in homes and apartment, hospitals, businesses and government agencies all depend upon EBMUD to meet its Strategic Plan goal to provide a safe and reliable supply of drinking water as well as supply water for firefighting. The DISTRICT's water service area spans portions of Alameda and Contra Costa counties. Within the two-county service area, the DISTRICT has almost 200 drinking water hillside tank reservoirs and five recreational and drinking water lake reservoirs. About 10% of the DISTRICT's drinking water comes from the watershed and the DISTRICT fills water into five reservoirs in the East Bay.

In dry years, the DISTRICT has an option to take water from the Sacramento River, at the Freeport Regional Water Authority in Sacramento County, and has interties with other water sources within its service area. The DISTRICT supplies approximately 1.3 million customers with high-quality drinking water in Alameda and Contra Costa counties.

4. Special DISTRICT I – Wastewater

On the San Francisco Bay near the Oakland side of the Bay Bridge, EBMUD has Special DISTRICT I (SD-1), the Main Wastewater Treatment Plant, and a network of connected and associated facilities owned by others, that collect storm water and sewer/ wastewater. SD-I has companies that contract with the DISTRICT to haul a wide variety of waste products to this treatment plant, where its robust treatment process digests the waste, separates the solids, and treats the liquids so the remaining water can be deposited cleanly and safely into the Bay. Associated facilities in Richmond treat wastewater and use the recycled water coming out of the plant to provide cooling water for one of the refineries in the

area. The Resource Recovery (R2) Program takes waste like fats, oils, and grease from restaurants, and runs it through a treatment process from which the plant creates bio-fuel. The DISTRICT also produces recycled water suitable for irrigation and toilet flushing for commercial businesses, and is an excellent steward of the San Francisco Bay, because the water that goes from SD-1 into the Bay is so clean it actually helps the ecology of the Bay.

5. Construction, Seismic Improvement, and Pipeline Infrastructure Replacement Projects

At any given time, the DISTRICT has many construction projects in progress, and new projects are started each year, to enhance resilience to natural and man-caused interruptions to the vital services provided. Security of the job-sites associated with these capital projects is critical to the work being done, and often requires our security contractor to provide security services to prevent loss, provide access controls account for all contractors entering and leaving the site, secure deliveries, and great flexibility for hours and services needed.

6. Companies Proposing May Sub-Contract

Given the flexibility required under this contract, the DISTRICT encourages proposing companies to sub-contract work as needed; with the understanding that *ALL terms and conditions of this contract MUST be met, without exception, and the prime contracting security company will be held accountable to ensure that these terms and conditions are met by the sub-contractor(s).*

PROPOSER QUALIFICATIONS

A. Proposer Minimum Qualifications

1. The Proposing company, the Proposer's principal, *and* Proposer's staff shall have been regularly engaged in the business of providing ARMED and UNARMED contract security guard services they have successfully provided under similar contract services to those described in this Request for Proposals document; and must have provided those security services for agencies/ organizations that own and operate Critical Infrastructure/ Key Resources (CI/KR) facilities similar to EBMUD, for at least five (5) years.
2. Proposer shall be a California Bureau of Security and Investigative Services (BSIS) certified provider of all types of contract security services described in this request for proposal (RFP).

3. Proposer shall possess all permits, licenses, and professional credentials necessary to perform all of the services as specified under this RFP; which does include the ability to provide highly trained staff with open-carry or concealed-carry qualifications, licenses, and permits.

CONTRACT SECURITY SERVICES REQUIREMENTS

The complete Scope of Work is in SECTION VI of this document.

Under this agreement, some services will be assigned on a day-to-day, full-time basis and others will be required only on an as-needed basis.

The duties described in this agreement are broad-based and highly focused upon the contractor security company being able to deploy well qualified and trained security agents in an armed or unarmed capacity as needed to do any or all of the contract security work outlined below.

THESE DUTIES ARE HIGHLY FOCUSED UPON THE PROTECTION OF EBMUD PERSONNEL AND THE PROTECTION OF ALL UTILITY INFRASTRUCTURE, PROPERTY, AND FACILITIES THAT THE DISTRICT OWNS AND OPERATES, AND THE RIGHT-OF-WAY ALONG THE AQUEDUCT SYSTEM FROM PARDEE TO THE RAW WATER AND WATER TREATMENT PLANTS IN THE DISTRICT'S SERVICE AREA. THE DISTRICT RESERVES THE ABSOLUTE RIGHT TO CHANGE THESE EXPECTATIONS AS THE NEEDS OF THE DISTRICT CHANGE OVER THE COURSE OF THE CONTRACT AGREEMENT SIGNED AS A RESULT OF THIS RFP.

1. GENERAL DUTIES/SERVICES AND REQUIREMENTS Under This Agreement

- a. Client Manager(s)

Provide two Client Managers who will be the DISTRICT's primary contacts for resolving any issues, and for increasing or decreasing staffing. The Client Managers are needed to ensure there is always a responsible contract security company leader available during weekday work hours; one of which will be primary and the other will be available to back that person up when he/she is on vacation or other leave days, to handle night and weekend issues, and BOTH will serve as trainers and mentors to the assigned supervisors and officers/agents under this contract. Both will also serve as lead representative of the security company when and wherever needed.

Client Managers must provide the DISTRICT with a means to contact them by mobile phone and text messaging 24 hours a day, 7 days a week, to address any issue or concern relative to the contract agreement and/or any security services being provided to the DISTRICT under that contract agreement.

The duties of the assigned DISTRICT Client Managers from the contract security company include, but are not limited to:

- i. Be on-site and available to provide services directly to the DISTRICT Security Manager and staff, working from a desk in the DISTRICT's Security and Emergency Preparedness office area.
- ii. Write and provide Post Orders and update them consistent with best practices for the security services industry, and specific to the duties for each and every security services required by the DISTRICT.
- iii. Write and provide a detailed Field Training Orientation (FTO) section with the post orders specific to each assignment, to be added to the Contract Security Company FTO Manual for each post, at the start of the contract agreement and update those documents whenever the DISTRICT changes requirements, either temporarily or permanently. Paper and electronic copies of ALL such post orders MUST be provided by the contracting security services company to the DISTRICT's Security Manager.
- iv. Assign ONLY security officers/agents who are fully able to speak, read, and write in the English language articulately.
- v. Note: There are no exceptions, the ability to communicate and to be clearly understood, even under stress, is important, and a lack of such communication skills is a zero-tolerance requirement.
- vi. Assign ONLY security officers/agents who are able to use a computer to log-in and type Security Incident Reports (SIR) using the DISTRICT's automated SIR system, and to prepare their company's Daily Activity Reports (DAR) and other documents and to write statements for DISTRICT use and/or for law enforcement/ fire/ EMS use as needed, clearly and legibly.

- vii. Assign ONLY security officers/agents who have the full physical and mental capacity to perform any and all duties expected of them under this contract agreement and the post orders associated with the assigned security work; safely and effectively.
- viii. Ensure that all officers/agents at all posts and on all patrol assignments maintain a legible written record of all security officer activity.
- ix. Ensure that all security officers/agents communicate safely, promptly and effectively with the contract security supervisors in the DISTRICT's 24/7 Security Operations Control Center.
- x. Ensure that all officers/agents carry and are able to use a security company and/or a DISTRICT supplied cellular phone or radio or both, and that they are trained and competent in the use of assigned communications devices, using plain English, and in accordance with all applicable FCC and other rules and regulations.
- xi. Ensure that security officers/agents at all levels conform to best industry practices and procedures and always operate in compliance with all federal, state, and local laws and regulations. This includes, but is not limited to compliance with the California Bureau of Security and Investigative Services (BSIS) and ALL laws and legal codes applicable in California.
- xii. The Client Manager and all security officers and agents must be well versed in the proper titles and elements of Part One and Part Two crimes as outlined in the FBI Uniform Crime Reports (FBI UCR), and is able to determine the proper crime when investigating security incidents and writing security incident reports for the DISTRICT.
- xiii. It is expected that the Client Manager and all contract security supervisors will immediately remove from service any of their security agents found in violation of any security company or EBMUD zero-tolerance issues. Supervisors will be prepared to cover the open post themselves until they are able to replace the removed officer with a trained and qualified person to cover the balance of that shift. All such occurrences SHALL be documented promptly and a copy of such written documentation SHALL be provided without delay to the EBMUD Manager of Security and Emergency Preparedness.

xiv. It is expected that the Contract Security Company will ensure that there is always a Client Manager available to the DISTRICT's Security managers and Security Supervisors. This means that if the Client Manager is out sick or on vacation, that a replacement Client Manager who MUST be equally up-to-date and experienced working with the assigned security officers, supervisors, and agents and have the same level of authority as the Client Manager, is on-duty and on-site or available by phone and able to respond promptly when needed.

b. Staff Availability

The contract security company is expected to have staff available to assign to DISTRICT contract work. Without exception, the staff assigned must have ALL of the knowledge, skills, training, and qualifications needed for each and every assignment.

This includes knowledge, skills, training and qualifications that meet and exceed BSIS standards. All assigned staff must have and be able to demonstrate the confidence and command presence, physical fitness and agility, and the ability to meet and exceed the potential need of any and all of the fixed or mobile assignments and duties to which he or she is assigned.

c. Armed Guard Services

The DISTRICT may require the assignment of one or more armed security officers/agents, lawfully qualified, licensed and trained to carry an exposed or concealed firearm as well as any and all defensive equipment that may be needed in the course and scope of their assignments. This includes, but is not limited to soft body armor, ammunition, baton, pepper spray, handcuffs, and less-lethal weapons or other tools provided by the contract security company.

d. Mobile and/or Foot Patrol Services

EBMUD also expects that each armed or unarmed officer/agent assigned to provide fixed-post access control; foot or mobile patrols, or other security duties; must have written "post orders" that cover the full scope of services to be provided as part of the duties of the assigned work.

2. THE SECURITY WORK THE DISTRICT may require under this agreement includes:
 - a. Provide foot patrols to check the status of doors, windows, gates, and fences at facilities, to inspect DISTRICT trucks, vans, passengers cars, and construction equipment to ensure the doors and compartments are secured, keys are not left in them, and that equipment on and in the trucks is properly secured, and to document any and all cases where these requirements are not met, so the DISTRICT can address these issues with the responsible employees and their supervisors.
 - b. Observe and report any security incidents by writing and submit a Security Incident Report using the DISTRICT's on-line reporting system.
 - c. Provide Fire Watch where and when needed.
 - d. Access control – maintain control of access points at facilities as assigned, for visitors, contractors, vendors, deliveries, tours and other reasons.
 - e. Staff and executive protection during Board of Directors meetings, wherever they may be convened and at any time of day or night such meetings may be called (with advance notice).
 - f. Quickly becoming very familiar with the DISTRICT's infrastructure, the services provided, the facilities, and personnel that operate the facilities of the DISTRICT.
 - g. Penetration testing – for assessment of facilities and security processes at access control points.
 - h. Interviewing victims and persons suspected of violating security rules, policies, procedures, protocols, or law.
 - i. Mobile Patrols (by Mobile Patrol Supervisors).
 - j. Foot patrols by any assigned officers/agents and mobile patrol supervisors; to check the status of doors, vehicles, perimeter fences, windows, lighting, and general site conditions, and to report their findings when they find unlocked or otherwise unsecure building, hatches, fences, vehicles, etc.
 - k. Surveillance for vandalism, trespass and any/ all other types of crime at, adjacent to or anywhere near a DISTRICT work-site or facility.

- l. Working closely with police, fire, and/or emergency medical services first responders.
- m. Apprehension and detention of criminals – particularly on surveillance security details intended to address trespass, theft and other crimes; including “citizen’s arrest when needed.
- n. Security consulting as may be assigned by the DISTRICT.
- o. Security incident investigations for any and all such incidents involving the DISTRICT and/or its staff.
- p. Security incident report writing using the DISTRICT’s Security Incident Report (SIR) on line system.
- q. Talking with police officers, fire fighters, emergency medical responders.
- r. Working with DISTRICT employees at all levels with confidence if/ when the employee has been the victim of a crime, to provide safe and secure direction, calm the employee, gather the necessary information, involve law enforcement, seek prosecution, and complete security incident investigations with confidence.
- s. Confidence and strong competence in the performance of any and all assigned duties
- t. Delivery of papers/ materials as needed (security courier).
- u. Standby during DISTRICT work with water shut-off or turn-ons where safety of DISTRICT staff is a concern.
- v. Standby during employee or contractor interviews where workplace violence may be a concern.

3. SUPERVISION of Contract Security Officers/Agents

SUPERVISORS under this contract serve in THREE primary roles, and WITHOUT EXCEPTION, must be fully trained, physically and mentally able to provide ALL of the following services:

- a. To work and any all shifts as a Dispatcher/ Supervisor in the EBMUD Security Operations Control Center (SOCC).

This is the HUB of the DISTRICT’s security communications, located in the EBMUD Main Administration Building, and operating on a shift schedule 24 hours per day and 7 days per week. The DISTRICT uses C-Cure as its backbone security system and between this RFP and time the contract begins, the DISTRICT is upgrading from C-Cure 800 to

C-Cure 9000. Supervisors in the SOCC will be expected to be FULLY proficient in the use of C-Cure 9000 in this capacity.

The SOCC monitors and dispatches a wide variety of security, fire, emergency medical, duress, and other types of trouble alarms associated with EBMUD staff, facilities, systems, and processes.

b. To Drive a Contract Security Company Vehicle to Conduct Mobile Patrols

Contract security supervisors conduct mobile patrols in marked security company vehicles, driving to a variety of DISTRICT locations on patrols of the DISTRICT's infrastructure and facilities; and, while on duty:

- i. Check on the status and performance of assigned fixed-post guards, if any;
- ii. Walk the interior of these properties to check vehicles, doors and windows as described above and walk and drive around the perimeter of the facility and the property to check conditions of the fences, signs, gates, lighting, security cameras, and any/all other security conditions;
- iii. In the case of staffed facilities, check-in with assigned on-duty DISTRICT staff and confirm that they are okay;
- iv. Respond to dispatched calls, such as:
 - Alarm response;
 - Security checks of suspicious circumstances;
 - Welfare/status checks of DISTRICT or contract security staff;
 - Verify conditions such as pumps running or not running, water leaks, etc., as may be requested to support DISTRICT operational concerns at various facilities;
- i. Conduct investigations of Security Incidents or Conditions;
- ii. Write Security Incident Reports;
- iii. Meet with Police or Fire Department Staff as needed on security calls or fire/medical-aid calls at a variety of DISTRICT facilities;
- iv. Meet with DISTRICT Security Shift Supervisor , Maintenance Shift Supervisor and any and all other staff as requested;

- v. Provide security escort to check the location and meet with any DISTRICT staff who may be called in to a DISTRICT facility alone or as part of after-hours crew response, as they may request, to ensure that when they arrive, the location is clear of any trespassers, crime in progress, or any other potential safety or security threat they might otherwise encounter when they arrive.
- c. Direct supervision and have full authority to remove any security officer or agent assigned to this contract, and provide quality control over the security officers/agents assigned to provide security work under this contract, at all DISTRICT properties, facilities, posts on the DISTRICT's right-of-way.
- d. Supervision includes frequently meeting with security officer/agents, observing them as they work, and documenting their performance using forms, policies, and protocols of their company.
- e. Supervisors must be excellent investigators and report writers, because they must conduct investigations of crimes and other security incidents and events. To do this they will learn how to use the DISTRICT's on-line Security Incident Reports (SIR) and other forms used by the DISTRICT and exclusive to THIS contract.
- f. Supervisors must mentor all of the security officers and senior security officers assigned to this contract, and ensure that they are able to conduct their own investigations and use the same SIR tools. The Supervisors must be the first point of contact for ALL officers and senior officers assigned to do work for the DISTRICT, to resolve any issues at their level first, and to use the assigned Client Managers as their supervisor when needed for consult, advice, and discipline.
- g. Contract security supervisors are expected to communicate promptly with EBMUD Security Shift Supervisors or the EBMUD Manager of Security and Emergency Preparedness on any performance issues they identify with any of their assigned agents, and how they and the Client Manager plan to address these issues.
- h. It is expected that supervisors will have full authority to immediately remove from service any of their security

officers/agents found in violation of any security company or EBMUD zero-tolerance issues.

- i. Supervisors will be trained, competent and prepared to cover the open post themselves until they are able to replace the removed officer with a trained and qualified person at the same security officer pay-scale for that post, to cover the balance of that shift. All such occurrences SHALL be documented promptly and a copy of such written documentation SHALL be provided without delay to the EBMUD Manager of Security and Emergency Preparedness.

4. PAY AND BENEFITS of Contract Security Services Officers/Agents

Note EACH of These Requirements – There will be NO Exceptions

- a. EBMUD requires a stable, reliable, high-quality, and professional security staff to be assigned to this security services contract.
- b. Proposals must be clear as to what benefits are provided at no cost to the security staff by the company, with detail as to the specific vacation accrual rates, sick leave accrual rates, insurance plans, coverage, deductibles, etc. Detail should include everything the company provides (including the amounts), such as medical, dental, vision care, life insurance, retirement program options, 401k, company matches, or other program offerings.

Companies submitting a proposal must understand that if the selection panel does not see this information in the proposal, they do not know that it exists, and the proposing company would not meet the minimum qualifications.

5. PRE-TRAINING AND FIELD TRAINING ORIENTATION (FTO) PROGRAM AND MANUAL

NOTE – Each proposal MUST include a copy of the FTO Program Manual with the proposal, or the proposal will be deemed not-responsive.

The DISTRICT understands and expects that the FTO Program Manual will need to be updated in keeping with the posts and assignments your firm would be staffing if you are awarded a contract to provide these services for EBMUD.

However, the review panel must be able to review your **current** program manual based upon similar assignments your firm provides NOW to any organization your firms provides such services to, as part of our assessment of how well your experience compares against other firms we are considering.

The security firm is expected to provide only well trained security officers/ agents to each EBMUD security post/assignment. This means that agents must have:

- a. All California Bureau of Security and Investigative Services (BSIS) training requirements and a California Guard Card before they are ever assigned to an EBMUD post/assignment (whether they are there working with a Field Training Officer or not); AND
- b. When in UNIFORM they must WEAR their EBMUD Security Contractor Photo Identification on the outside of their uniform, at or above the waist at all times while on duty and assigned to any EBMUD Security post or duty, AND must have their State of California BSIS "Guard Card" on their person at all times.
- c. When in plain clothes, the EBMUD Security Contractor Photo Identification must be worn on the outside of the clothing, at or above the waist, as all times while on duty and assigned to any EBMUD Security assignment.
- d. The security company is responsible for providing training for the work that will be performed by the assigned persons, to be performed by a Field Training Orientation (FTO) person who knows the assignment and is well qualified to properly train a person to work that assignment.
- e. The security company is expected to have the trainer and the trainee work together to complete a Field Training Manual that is written and maintained by the company, covering all tasks/duties/expectations specific to that assignment.
- f. Once the officer/agent is trained, each of the tasks the officer/agent is expected to be able to perform competently must be signed-off in ink, in that manual, by both the officer/agent being trained and by the trainer, to verify that each attests that the officer/agent is competent to perform

all work associated with his/her assigned duties and is fully ready to be assigned to those duties unsupervised. No officer/agent will be allowed to work an assignment unsupervised unless and until such training on the duties of that post has been successfully completed.

NOTE: In the proposal, each company will tell EBMUD what their MINIMUM training hours are under their FTO program. EBMUD will look for the BEST training program as part of the selection.

BEST will include BEST qualified Trainers, BEST written program description, and BEST training standards over and above BSIS standards, etc.

6. COST OF SECURITY SERVICES

- a. All COSTS MUST be provided IN THE TABLES provided for that purposes **ON PAGES SA-35 – SA-39**.

7. Uniforms: UNIFORM REPLACEMENTS, AND UNIFORM CLEANING

- a. When uniforms are required for security officers/agents assigned to EBMUD security posts/duties under this contract agreement, it is expected that security companies provide all uniforms and required equipment at no charge to the agents.
- b. Contract proposals must specifically call-out and identify ANY exceptions to this expectation. Contract proposals shall include a description of the regular uniforms that each agent will be provided, for both inclement weather (coats or jackets, sweaters, rain coats, umbrellas, rain boots, hats and/or helmets) and fair weather conditions.
- c. Long and short-sleeved dress-style uniforms are required at the EBMUD administrative building location, and a professional appearance in a well maintained and properly worn uniform is required at all DISTRICT locations.
- d. Field uniforms for mobile patrol and fixed-post locations may range from slacks, shirts and blazers to more tactical BDU type uniforms, with extra pockets as may be needed for such duties, but must be maintained and professional in appearance as described above.

- e. All uniforms shall display patches identifying the contract security services provider. Contractor shall also provide replacements for worn or damaged uniforms.
 - f. DISTRICT shall have final approval of all uniforms and vehicle markings.
 - g. DISTRICT security contracts include a clause to ensure that contractors provide a stipend of \$0.25 per hour for uniform cleaning, which must be considered as part of the Fixed Fee the company charges per hour to the DISTRICT as part of its billing rate.
8. SECURITY-RELATED EQUIPMENT FOR OFFICERS/AGENTS AND VEHICLES – to be Provided by the Security Services Contractor

Proposals shall also include a full description of gear they would issue for use by their officers/agents as needed. This includes all uniforms and safety/protective, offensive and defensive weapons and tools, forms, clipboards, etc., and all equipment the company's vehicles are equipped with to ensure their officers/agents have everything they need for their assignments.

II. CALENDAR OF EVENTS

EVENT	DATE/TIME	LOCATION
RFP Issued only <i>via e-mail to attendees of the pre-proposal meeting</i>	<u>Tuesday, April 2, 2019</u>	<u>Delivered by E-Mail Only, and ONLY open to companies that attend this meeting – no exceptions!</u>
RFP Question Period is open until:	<u>Monday April 15, 2019 at 3:00 PM*</u> <u>Questions by E-Mail ONLY please!</u> <u>Send to steven.frew@ebmud.com</u> <u>*Not accepted past 3:00 PM</u>	
Proposals in Response to RFP are Due NOT LATER THAN:	<u>Monday April 29, 2019 at 3:00 PM</u> <u>Not accepted past 3:00 PM</u>	East Bay Municipal Utility DISTRICT (EBMUD) 375 11 th Street <u>Purchasing – 1st Floor</u> Oakland, CA 94607

NOTE: ATTENDANCE was MANDATORY at the PRE-PROPOSAL CONFERENCE

In order to be eligible to Proposal on this RFP, a representative from the Proposer's company MUST have attended the Pre-Proposal conference and signed in to confirm her/his attendance.

If an RFP proposal is submitted by a company that was not in attendance at this meeting, its RFP response WILL be rejected.

A mandatory Pre-Proposal Conference was held on March 27, 2019 to:

1. Allow the DISTRICT to discuss the scope of the project.
2. Prepare the list of companies to e-mail the FULL Request for Proposals (RFP). *This will include only those companies that attended the mandatory meeting.*
3. Provide an opportunity for Proposers to ask specific questions about the project.

Note – Following this conference, time will be allowed for proposing companies to submit questions and request any information they need on the RFP.

All QUESTIONS are to be posted on the web-page and all RESPONSES to each question will be posted in the same place, so all companies will have the same information, and will be equally equipped to prepare and submit their proposal.

III. DISTRICT SELECTION PROCESS

A. SELECTION COMMITTEE

1. All proposals will be evaluated by a DISTRICT Selection Committee (DSC). The DSC may be composed of DISTRICT staff and other parties that may have expertise or experience in this type of procurement. The DSC will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the DSC.
2. The DSC will evaluate each RFP response meeting the qualification requirements set forth in this RFP. RFP responses must reflect that the proposing company understands the scope, complexity and risk of the DISTRICT's requirements as set forth in this RFP. RFP responses will be evaluated and scored according to each Evaluation Criteria below.

B. EVALUATION CRITERIA – PROPOSAL REVIEW and SCORING

The Evaluation Criteria for the PROPOSALS are as follows:

1. RELEVANT EXPERIENCE

This must be a detailed description of the contractor's experience in providing Contract Security (armed and unarmed) services for critical infrastructure and key resources facilities similar to those of the DISTRICT – as described in the scope of work in this RFP. This factor is important to the DISTRICT, and will be of key importance in determination of which companies are best suited to provide the security services they are proposing to provide. Proposing companies should not assume that the DISTRICT panel members rating proposals are familiar with contract security work or the terminology commonly associated with this type of work. As an example, if the company says that it meets or exceeds BSIS standards, panel members may not know who or what "BSIS" is, or what those standards are, so such detail should be made clear in the proposal.

NOTE: In describing this experience, companies MUST tailor their proposal to the applicable security services the company proposes to provide for EBMUD and the staff they propose to assign to the contract has. The experience must be specific to the scope of work described in this RFP.

References from organizations the security company has provided the same or similar services for, and a description of the type of Critical Infrastructure/Key Resources Facilities that were protected, will be important.

2. CLIENT MANAGEMENT AND SUPERVISION

This must be a detailed description of how the company will provide project management and supervision, including an organizational chart of the Contractor's company. This detail tells the DISTRICT who would be supporting the security contract agreement from that company, the authority each person has, and describes the experience of key contacts for the DISTRICT and the staff they would assign to manage the EBMUD contract.

The DISTRICT expects high quality and experienced personnel to be assigned to and to manage this contract. The Contract Security Services Client Manager is expected to be available when called, and if the primary Client Manager is not available due to vacation or sick leave, or personal or corporate business, than an alternate must be available – no exceptions.

3. HIRING PRACTICES AND STANDARDS

A detailed description must be provided, explaining how the company advertises for positions, their "application for employment" process, details of how they conduct investigations into the backgrounds of their applicants, and an explanation of how the company evaluates a candidate's knowledge, skills, experience, education, English speaking, reading and writing communications skills must be included.

The standards and requirements for hiring of contract security agents at all levels must be provided in the proposal. This description **MUST** include a hiring goals letter on company letterhead, describing how the company recruits and hires its staff.

4. COMPANY'S MASTER TRAINING PLAN

This plan should describe the training requirements and processes by which the company trains security agents at all levels. This should include what the State of California standards are for security officer training and should describe what the company does to meet and exceed those standards; with course descriptions (including the number of hours of training required as well as those provided by the company to exceed minimum standards in each subject area), and also describe annual/refreshers training,

perishable skills training, in-service and advanced officer training, etc.

5. COMPANY'S FIELD TRAINING ORIENTATION (FTO) PROGRAM & MANUAL

The FTO manual should describe how the company proposes to train its agents for assignment to DISTRICT security posts, describing in detail the length of time they propose to spend on their on-site training on each post, while the agent in training is assigned to a field training officer, the caliber of the training agents, and the anchors against which the agents in training are evaluated. This plan and manual should include a detailed description of the Field Training Orientation (FTO) Plan; specifically describing what the officer assigned to each post is responsible for, how they determine the officer's readiness to provide contract security services whether solo or with other agents, and how they rate the agent's competence in performing the duties of their assignments.

Pages that both the training officer and the trainee sign to indicate that both the trainer and the trainee believes that the trainee is competent to perform those duties, and a full description of each task or set of tasks the company feels critical to the proper performance of those duties, should be described in detail and included in the proposal. This is an important part of what the selection panel will be looking for.

6. INCREASED SECURITY STAFFING

Within the proposal, each contract security services contractor shall provide a plan that explains exactly how they are able to increase the number of security agents provided to EBMUD, in the event that the DISTRICT needs armed or unarmed and contract security forces to supplement the DISTRICT's regularly-scheduled guard force.

The Contract Security contractor must described how they would work with the DISTRICT to do Field Training (as described in the section of the FTO Program and Manual) to train a cadre of staff to work on assignments or at locations they may not have served before, at any DISTRICT facility, in response to increased threat levels, or to emerging, changing or emergency circumstances, at the request of the DISTRICT.

This plan shall include, at a minimum, the number of security agents and supervisors the company is able to mobilize and provide within the number of hours they feel confident they can

provide contract security agents in order to meet the expectations of any circumstance under which EBMUD may need to escalate security in response to increased threat levels, civil unrest, and/or urgent or emergency circumstances of any kind. These should be provided in 4-hour intervals, so the DSC can compare what each company is able to provide against what competing proposals say they are able to provide.

The DISTRICT provides a table that each company proposing should use as a template for meeting this requirement, in this RFP on page SA-35. *USE THE TEMPLATE ON THAT PAGE* to provide this information. Proposals must also consider the DISTRICT restrictions on overtime billing in completing this template.

7. CONTRACT EQUITY PROGRAM

Proposer shall be eligible for Small Business Enterprise (SBE) preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, and they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.

C. EVALUATION CRITERIA – ORAL PRESENTATION AND INTERVIEW

Once the proposals have been scored by the DSC, the top four scoring companies proposing to provide these contract security services will be invited to meet with the panel in person. In this meeting, each company selected to continue to the interview process will have time to do ONE brief presentation for the panel before interview questions begin. Presentations will be timed and stopped at 20 minutes, without exception. This is the company's opportunity to tell the panel what they believe sets them apart as the best of the competing companies to provide the contract security services in the scope of potential services of this RFP.

The presentation is followed immediately by an interview, during which the security services DSC panelists will ask questions that the company representatives will answer, specific to the scope of work competing companies will provide under this contract security services RFP. All companies will be scored for this interview based upon their answers to a series of questions asked of all companies proposing to provide contract security services to EBMUD. After these questions have been asked and answered, the panel reserves the right to ask any other questions they deem important, to help them choose the top company to provide those services.

D. EVALUATION CRITERIA – COST OF CONTRACT SECURITY SERVICES (PER HOUR and PER YEAR)

1. Hourly rates and overall costs quoted in your proposal will be subject to comparison against other companies and are negotiable until agreed to by the DISTRICT, and upon agreement, prices shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the DISTRICT, and subject to the monthly post-service billing and invoice requirements depicted in the DISTRICT's contract.
4. Prevailing Wages: The contractor must pay a prevailing wage. The DISTRICT requires that the contractor pays at least what the current security officers/agents are paid, the CA Minimum Wage, or the OLW living wage, whichever is greater.
 - a. When EBMUD has contract security staff assigned to provide security duties, the Contractor shall bring and post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.
 - b. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any subcontractor under the Contractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
 - c. The Contractor shall, as a penalty to the State or the DISTRICT, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by

the Contractor. Contractors shall comply with the provisions of Section 1776 of the Labor Code of the State of California and the Oakland Living Wage Ordinance. Any salaries noted by the DISTRICT, in connection with this RFP, comply with both State and City of Oakland requirements.

- d. The specified wage rates are minimum rates only and the DISTRICT will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the SEIU 24/7 collective bargaining agreement, or, if applicable, another bargaining agreement that contract security agents working for the proposing company are subject to.
- f. Hourly costs, as depicted under Exhibit B COMPENSATION in the DISTRICT's contract agreement MUST be depicted in the table provided, and that table MUST BE PROVIDED in Microsoft Excel in a digital format, with applicable calculations and math formulas noted in the cell header, and calculations included in each cell; to ensure that all such COMPENSATION factors are included in the calculations of billing rates, to include overtime rates.
- g. NOTE that OVERTIME is ONLY authorized in cases when the DISTRICT has contract security agents in place on an assignment, and changes the hours of that assignment providing LESS THAN 24 hours of notice from the start time of the services requested, and ONLY apply to the first 24 hours of such services.

E. EVALUATION COMPLETION – NOTICE OF INTENT TO AWARD

At the conclusion of the RFP response evaluation AND the oral presentation and interview evaluation process, all finalist Proposers will be notified in writing by e-mail or certified mail, no later than seven (7) business days before approval of the award by the

EBMUD Board of Directors. The document providing this notification is the DISTRICT's Notice of Intent to Award.

The Notice of Intent to Award will provide the name of the proposing company the DISTRICT is recommending to award this contract to, at its Board meeting.

F. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after notification of selection/non-selection. The DISTRICT will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from Proposers or potential Proposers only.

If the protest is mailed and not received by the DISTRICT, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the DISTRICT within the RFP protest period.

All protests must contain a detailed and complete written statement describing the reason(s) for protest and include the name, telephone number, and address of the protestor or the person representing the protestor. Protests must be mailed or hand delivered to: the Manager of Purchasing, East Bay Municipal Utility DISTRICT, 375 Eleventh Street, Oakland, CA 94607 or PO Box 24055, Oakland, CA 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest.

The DISTRICT may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the DISTRICT as to the validity of any protest is final. The DISTRICT's final decision will be transmitted to all affected parties in a timely manner.

G. INVOICING

Following the award of the contract, DISTRICT payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.

1. The DISTRICT shall notify Contract Security Service Provider of any invoice adjustments required.

2. Invoices shall contain, at a minimum, the DISTRICT's Purchase Order number, invoice number, remit to address, and an itemized services description *as described in detail in the Contract Agreement, under Section B COMPENSATION and item 10 INVOICING*.
3. The DISTRICT will pay Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS for this RFP:

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are only to be contacted for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Steve Frew, Manager of Security and Emergency Services
E-Mail: steven.frew@ebmud.com
PHONE: (510) 287-0881

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Beverly Johnson, Contract Equity Administrator
E-Mail: beverly.johnson@ebmud.com

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. *Electronic transmissions* include faxed RFQ responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the DISTRICT Purchasing Division by 3:00 PM on the due date specified in the Calendar of Events.

Any RFP response received after that time, date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.

All RFP responses must be received and time stamped at the stated address by the time designated.

The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.

4. RFP responses are to be addressed/delivered as follows:

Mailed:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility DISTRICT
RFP No. 782-190402 – CONTRACT SECURITY
SERVICES
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility DISTRICT
RFP No. 782-190402 – CONTRACT SECURITY
SERVICES
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer's name, return address, and the RFP number and title must also appear on the mailing package.

5. Proposers are to submit one (1) original hardcopy RFP response with original signatures and five (5) copies along with one (1) electronic copy, preferably PDF format and on a CD or flash drive. (Section V – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.
6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become

effective at the time the purchasing body tenders final payment to the Proposer.

8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the DISTRICT will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the DISTRICT reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A or B or qualify their RFP responses with their own terms and/or conditions. Proposers shall not submit to the DISTRICT a re-typed or otherwise re-created version of these documents or any other DISTRICT-provided document.**
2. In order for RFP responses to be considered complete, the Proposer **must** provide responses to all information requested.
3. **See Section V – RFP Response Packet for a complete listing of required documentation.**
4. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The DISTRICT may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The DISTRICT shall not be liable in any way for disclosure of any such records.

V. EXHIBIT A - RFP RESPONSE PACKET for CONTRACT SECURITY SERVICES

To: The EAST BAY MUNICIPAL UTILITY DISTRICT ("DISTRICT")

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT:

- ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES,
- FIVE (5) COPIES, AND
- ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:
 - SECTION V – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN SECTION IV - REQUIRED DOCUMENTATION AND SUBMITTALS MUST BE PROVIDED.
 - PRINT, COMPLETE and SUBMIT all CONTRACT EQUITY FORMS (link to forms at the top of page 38).
 - INSURANCE FORMS do not need to be provided at time of RFP, but PROPOSER agrees to provide all required insurance, as described in the *SAMPLE AGREEMENT (Section VI of RFP)*, if selected, by SIGNING page 32 of this document.
- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.

- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS Section V – RFP RESPONSE PACKET.
- THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.

PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned hereby certifies to the DISTRICT that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
4. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
5. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the DISTRICT based upon ignorance of conditions or misunderstanding of the specifications.
6. Patent indemnity: General or Professional Service Providers who do business with the DISTRICT shall hold the DISTRICT, its Directors, agents, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary

right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

7. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the DISTRICT prior to execution of an agreement by the DISTRICT, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
8. The undersigned Proposer hereby submits this RFP response and binds itself to the DISTRICT. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
9. The undersigned acknowledges **ONE** of the following (please check only one box)*:
 - ☐ Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
 - ☐ Proposer is an SBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____, 20____

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Response Packet in order for an RFP response to be deemed complete.

Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e., Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Table of Contents:** RFP response shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.
2. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the DISTRICT, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the DISTRICT. This synopsis should not exceed three (3) pages in length and should be easily understood.
3. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/ training to DISTRICT staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits.
4. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and DISTRICT personnel involved, and the number of hours scheduled for each person as outlined in each of the security services contract agreements provided in this RFP. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the DISTRICT; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the DISTRICT; and (3) identify any limitations or restrictions of the Proposer in providing the services that the DISTRICT should be aware of in evaluating its response to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed services shall include a detailed schedule indicating how the Proposer will work with the DISTRICT to tailor its Master Training Plan and Field Orientation Manual to this contract, and will select and train staff to provide the required services, to include the Field Training Orientation and familiarization with/at EBMUD Security posts.
6. **References:**
- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References must be satisfactory as deemed solely by DISTRICT. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the DISTRICT may be contacting them to obtain a reference.
 - (c) The DISTRICT may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The DISTRICT reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
7. **Exceptions, Clarifications, Amendments:**
- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

8. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. **Special attention should be given to completing Form P-25, "Employment Data and Certification," and Form P-46, "Designation of Subcontractors."** Any proposer needing assistance in completing these forms should contact the DISTRICT's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.

REFERENCES FOR CONTRACT SECURITY SERVICES

Proposer Name: _____

Proposer must provide a minimum of five (5) references:

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The DISTRICT's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the DISTRICT. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All business enterprises and their subcontractors performing work for the DISTRICT must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

All business enterprises and their subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All business enterprises shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the DISTRICT website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please e-mail beverly.johnson@ebmud.com or call (510) 287-0114.

VI. SAMPLE AGREEMENT FOR DISTRICT CONTRACT SECURITY SERVICES

THIS Agreement is entered into this _____ day of _____, 2019, by and between the **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, herein called "DISTRICT" or "EBMUD," and {**INSERT NAME OF CONTRACTOR HERE**}, herein called "CONTRACTOR."

WITNESSETH

Whereas, DISTRICT requires consulting services to manage security issues of a wide variety, including, but not limited to executive protection, uniformed or non-uniformed/unarmed or armed security details, labor dispute details, security standby for staff protection during meetings or hearings related to possible employee discipline or termination, or increased/higher levels of security due to potential civil unrest and/or threat escalation measures of any form, affecting the DISTRICT;

WHEREAS, the DISTRICT Board of Directors has authorized the Agreement by Motion Number _____.

WHEREAS, CONTRACTOR represents that it has the experience, qualifications, staff and expertise to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONTRACTOR as follows:

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 CONTRACTOR agrees to furnish services as set forth in the SCOPE OF SERVICES attached hereto as EXHIBIT 1 and incorporated herein. The work to be performed pursuant to this Agreement shall be completed as outlined in the project schedule.

ARTICLE 2 – COMPENSATION

- 2.1 DISTRICT agrees to pay CONTRACTOR for services under this Agreement according to the rates in attached EXHIBIT D and incorporated herein. CONTRACTOR certifies that the proposed "wage per hour" rates in EXHIBIT B reflect the payment of prevailing wage rates where applicable.

ARTICLE 3 – COMMENCEMENT OF WORK

- 3.1 This Agreement shall become effective upon execution of the second signature. CONTRACTOR services requested by the DISTRICT may be requested at any time, and it is understood that such services are to be rendered only on an “as-needed” basis (there is no regularly-scheduled security service). The DISTRICT Client Manager may call CONTRACTOR on short notice, and may follow such calls with an e-mail message to describe the scope of service required for the contract security services needed. In all cases, there will be a written communication following the verbal communication and this written communication, even if only provided via e-mail, shall suffice as valid notice to proceed. CONTRACTOR shall commence work upon receipt of DISTRICT's Notice to Proceed.

This contract Agreement is to provide Contract Security Services on an as-needed basis. For each and every request for services from DISTRICT to CONTRACTOR no work shall commence until the Notice to Proceed is issued. The DISTRICT's Notice to Proceed will specify which tasks and/or optional services of the SCOPE OF SERVICES described in EXHIBIT 1 will be required, the number and job classification of personnel needed, and the number of hours, with a start and end time to be included in each notice to proceed.

ARTICLE 4 – BILLING AND PAYMENTS

- 4.1 Compensation for services provided in EXHIBIT 1, SCOPE OF SERVICES, shall be in accordance with the methods and specific amounts described in EXHIBIT B, COMPENSATION. CONTRACTOR shall invoice DISTRICT monthly for services rendered, setting forth a description of the costs incurred, the services performed, the date the services were performed, the amount of time spent on each date services were performed and by whom. Within 10 calendar days of a request by DISTRICT, CONTRACTOR shall provide any information, including payroll records, timesheets, and any other documentation that will assist DISTRICT in performing any audit of the invoices. DISTRICT will pay CONTRACTOR within thirty (30) days after receipt of a proper CONTRACTOR invoice. CONTRACTOR agrees to use every appropriate method to contain its fees and costs under this Agreement.

ARTICLE 5 – TERMINATION

- 5.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 5.2 If this Agreement is terminated CONTRACTOR shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that DISTRICT may condition payment of such compensation upon CONTRACTOR's delivery to DISTRICT of any and all documents, data, designs, drawings, report, manuals, photographs, computer software, videotapes, and

other materials provided to or prepared by CONTRACTOR in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONTRACTOR is entitled in the event of termination and CONTRACTOR shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.

ARTICLE 6 – RELEASE OF INFORMATION

- 6.1 CONTRACTOR agrees to maintain in confidence and not disclose to any person or entity without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONTRACTOR further agrees to maintain in confidence and not to disclose to any person or entity any data, information, technology, or material developed or obtained by CONTRACTOR during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

ARTICLE 7 – OWNERSHIP OF MATERIALS PREPARED

- 7.1 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONTRACTOR or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONTRACTOR and its subcontractors may retain and use copies of such documents, with written approval of DISTRICT.

ARTICLE 8 – DESIGNATION OF CONTRACTING PERSONNEL

- 8.1 CONTRACTOR agrees that all services under this Agreement shall be performed under the direction of {Name, Title of Contractor's Principle Contact}. Any change of personnel by CONTRACTOR shall have DISTRICT approval. The DISTRICT's Project Manager throughout the period of this Agreement shall be Steven G. Frew, Manager of Security and Emergency Preparedness.

ARTICLE 9 – PROFESSIONAL RESPONSIBILITY OF CONTRACTOR

- 9.1 CONTRACTOR is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work. CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent that it is an employee or servant of DISTRICT. CONTRACTOR represents that it has all necessary licenses to perform the work and shall maintain them during the term of this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not

operate as a release of CONTRACTOR from its professional responsibility for the work performed.

- 9.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- 9.3. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 9.4. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by DISTRICT's workers' compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 10 – INDEMNIFICATION AND INSURANCE

- 10.1 Indemnification – CONTRACTOR expressly agrees to defend, indemnify, and hold harmless the DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONTRACTOR's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.
- 10.2 CONTRACTOR Employee Health and Safety – CONTRACTOR may be called upon to perform part of the work at sites where DISTRICT facilities are to be constructed, and which may contain unknown working conditions and contaminated materials. Throughout the scope of services of this Agreement, CONTRACTOR shall be solely responsible for the health and safety of CONTRACTOR employees. For any work to be done on a construction site, CONTRACTOR shall designate in writing to DISTRICT the field employee who is responsible for the health and safety of its employees. CONTRACTOR shall be

responsible for compliance with all Federal, State, and local health and safety regulation requirements.

- 10.3 Damage to DISTRICT Property – CONTRACTOR shall be responsible to the DISTRICT for all loss of or damage to property of the DISTRICT arising from the fraudulent or illegal act of CONTRACTOR employees acting alone or in collusion with others in the performance of the services to be provided herein. Each individual employee shall be bonded in the amount of \$20,000.00, as a minimum, and the DISTRICT shall be named as the “additional beneficiary” on the bonds.
- 10.4 Insurance Requirements – CONTRACTOR shall take out and maintain during the life of the Agreement all the insurance required in this section, and shall submit Certificates for review and approval by the DISTRICT. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence work until such insurance has been approved by the DISTRICT. The Certificates shall be on forms approved by the DISTRICT. Acceptance of the Certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR. The DISTRICT reserves the right to require CONTRACTOR to provide insurance policies for review by the DISTRICT.
- 10.5 Workers Compensation Insurance – CONTRACTOR shall take out and maintain during the life of the AGREEMENT, Workers Compensation Insurance, for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the DISTRICT will accept a Self-Insured Certificate from the State of California. CONTRACTOR shall require any SUB-CONTRACTOR to provide it with evidence of Workers Compensation Insurance.

CONTRACTOR and its Workers’ Compensation insurance carrier(s) shall waive any and all rights of subrogation against the DISTRICT and their respective directors, officers, officials, agents, volunteers, and employees, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the required waiver of subrogation from the insurance carrier(s).

- 10.6 Security Guard Errors and Omissions - CONTRACTOR shall take out and carry Security Guard Errors and Omissions with a minimum of \$5M per occurrence or claim and \$10M aggregate if firearms or other weapons are used in the CONTRACT or \$3M per occurrence or claim and \$5M aggregate the contract does not require use of firearms or other weapons.

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.

3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Coverage shall be included for all premises and operations in any way related to this Agreement.

- 10.7 Commercial General and Automobile Liability Insurance – CONTRACTOR shall take out and maintain during the life of the Agreement General and Automobile Liability Insurance that provides protection from claims that may arise from operations or performance under this Agreement. If the CONTRACTOR elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000,

CONTRACTOR is required to notify the District immediately. Any request to self-insure must first be approved by the DISTRICT. CONTRACTOR shall require any subcontractor to provide evidence of general and automobile liability insurance coverages.

The amounts of insurance shall be not less than the following:

- The District requires \$5M limits per occurrence if Contractor uses Firearms or other weapons.
- The District requires \$3M limits per occurrence if Contractor uses no Firearms or other weapons.
- The District requires Commercial Auto Liability with \$3M limits per occurrence.
- The District requires a three year tail if the policy is written per claims made.

For the Additional Insured Endorsement, your insurance broker should use form CG 20 10 11 85; or CG 20 10 10 01 used together with 20 37 10 01.

The District will not accept form CG 20 10 10 93; CG 20 10 07 04; or CG 20 37 07 04.

- 10.8 Endorsement/ Coverages are required, as follows:

- The DISTRICT, its Directors, agents, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
- The coverage is Primary and non-contributory to any other applicable insurance carried by the DISTRICT.

- The policy(ies) covers contractual liability.
- The policy(ies) is written on an occurrence basis.
- The policy(ies) covers the DISTRICT's Property in CONTRACTOR's care, custody, and control.
- The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
- The policy(ies) covers products and completed operations.
The business automobile policy(ies) covers the use of owned, non-owned, and hired automobiles.
- The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to the DISTRICT at the address above.

10.9 Escrow Account to Protect DISTRICT from Failure to Perform under this Agreement – CONTRACTOR shall provide the DISTRICT with an escrow account in the amount of \$80,000 to secure their performance under this Agreement, including any extensions of this Agreement. CONTRACTOR will provide the DISTRICT with the escrow account in the amount of \$80,000 within 3-5 days of their receipt of the DISTRICT's Notice to Proceed.

ARTICLE 11 – TIME IS OF THE ESSENCE

11.1 CONTRACTOR agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

ARTICLE 12 – NOTICE

12.1 Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

EBMUD
P. O. Box 24055
Oakland, CA 94623
Attn: Manager of Security and Emergency Preparedness

Security Company Name
Address
City
Point of Contact

12.2 Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

ARTICLE 13 – ENTIRE AGREEMENT AND GOVERNING LAW

- 13.1 This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral and superseding the reverse side of the purchase order, between them on the subject.

ARTICLE 14 – NO ASSIGNMENTS OR MODIFICATIONS

- 14.1 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and, except as provided herein, CONTRACTOR shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of DISTRICT. This Agreement may be modified only by a written amendment signed by the parties.

ARTICLE 15 – NO WAIVER

- 15.1 The DISTRICT's waiver of the performance of any covenant, condition, obligation, representation, warranty, or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty, or promise. The DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

ARTICLE 16 – NO DISCRIMINATION

- 16.1 There shall be no discrimination against any person or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONTRACTOR shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONTRACTOR, if determined to be in violation of this section, shall be deemed to be in material breach of this Agreement.

ARTICLE 17 – CONFLICT OF INTEREST

- 17.1 CONTRACTOR affirms that it does not have any financial interest or conflict of interest that would prevent CONTRACTOR from providing unbiased, impartial service to the DISTRICT under this Agreement.

ARTICLE 18 – TERM OF CONTRACT

- 18.1 Unless terminated pursuant to Article 5 herein, this Agreement shall be effective from _____ through _____. The DISTRICT has the right, pursuant to this Agreement, to exercise up to two additional one-year extensions provided the DISTRICT gives CONTRACTOR written notice of its intent to exercise the option at least 90 days prior to the end of the Agreement term or any

extension. CONTRACTOR will have the right to accept or reject any proposed Agreement extension at CONTRACTOR's option, provided CONTRACTOR gives the DISTRICT written notice of its intent to either accept or reject the proposed Agreement extension at least 60 days prior to the end of the Agreement term or the extended Agreement term, as applicable. Failure of CONTRACTOR to reject a proposed extension of the Agreement in writing as provided herein shall constitute an acceptance of the proposed Agreement extension on the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Clifford Chan
Director of Operations and Maintenance

Date: _____

Approved As To Form

By: _____
 For the Office of the General Counsel

Date: _____

[INSERT NAME OF COMPANY HERE]

By: _____

Date: _____

Name: _____

Title: _____

SECTION 1 – SCOPE OF WORK – PROVIDE SERVICES IN EXHIBIT 1:**EXHIBIT 1 – SCOPE/HOURS OF REGULARLY SCHEDULED SECURITY SERVICES**

POSITION TITLE	HOURS PER DAY (hours of day)	DAYS OF WEEK	HOURS PER WEEK
SOCC DISPATCHER SUPERVISOR	24/7	24/7	168
MOBILE PATROL SUPERVISOR I	8 (0700 – 1500)	Sun – Sat	56
	8 (1500 – 2300)	Sun – Sat	56
	8 (2300 – 0700)	Sun – Sat	56
MOBILE PATROL SUPERVISOR II	8 (0700 – 1500)	Sat – Sun	16
	8 (1500 – 2300)	Sun – Sat	56
	8 (2300 – 0700)	Sun – Sat	56
MOBILE PATROL SUPERVISOR III	8 (0800 – 1600)	Sun – Sat	56
	8 (1600 – 2400)	Sun – Sat	56
	8 (0000 – 1800)	Sun – Sat	56
MOBILE PATROL SUPERVISOR AQUEDUCT – STOCKTON – CAMANCHE – PARDEE	10 (2100-0700)	Sun - Sat	80
AB SECURITY DESK SENIOR OFFICER	8 (0600 – 1400)	Mon – Fri	40
	4 (1400 – 1800)	Mon – Fri	20
	8 (0900 – 1700)	Sat – Sun	16
AB LOBBY OFFICER	8 (0700 – 1500)	Mon – Fri	40
AB RESPONSE/RELIEF SENIOR OFFICER	8 (0800 – 1600)	Mon – Fri	40
	6 (1600 – 2200)	Mon – Fri	30
AB GARAGE OFFICER	11 (0630 – 1730)	Mon – Fri	55
AB – PR GARAGE B-2 LEVEL OFFICER	4.5 (1400-1830)	Mon – Fri	18.5
AB LOADING DOCK OFFICER	10 (0630 – 1630)	Mon – Fri	50
AMC CENTRAL YARD AMC & FOOT PATROL RESPONSE PM & AM SHIFT OFFICER	8 (1500 – 2300)	Sun – Sat	56
	8 (2300 – 0700)	Sun – Sat	56
	0700-1500	Sat and Sun	16
AMC WAREHOUSE & SHOPS GATE	10.5 (0600-1630)	Mon – Fri	52.5
AMC ADMIN. BUILDING SECURITY DESK SR OFCR	8 (0600 – 1400)	Mon – Fri	40
	4 (1400 – 1800)	Mon – Fri	20
WALNUT CREEK WTP GATE	8 (0700-1500)	Mon – Fri	40
ORINDA WTP GATE	8 (0700-1500)	Mon – Fri	40
WASTEWATER (SD-1) GATE	8 (0600 – 1400)	Mon – Fri	40
	8 (0800 – 1600)	Sat – Sun	16
	8 (0900 – 1700)	Mon – Fri	40
	8 (1600 – 2400)	Sun – Sat	56
	8 (0000 – 0800)	Sun – Sat	56
TOTAL HRS. PER YEAR: 40,300		TOTAL HRS. PER WEEK: 1,550	

1.1 Definitions

AB = Administration Building
 AMC = Adeline Maintenance Center
 CMS = Construction Maintenance Services
 SD-1 = Special DISTRICT 1 – Wastewater Treatment
 SOCC = Security Operations Control Center
 WTP = Water Treatment Plant

SECTION 2 – DISTRICT REQUIRES UNIFORMED SECURITY OFFICERS AND SUPERVISORS

- 2.1 CONTRACTOR shall provide uniformed security officers, performing security guard services to the DISTRICT for the ASSIGNMENTS listed above AND OTHERS AS NEEDED, and incorporated herein in full by reference, and as specified and further defined site by site in the “Post Orders” to be developed and submitted by CONTRACTOR and reviewed by the DISTRICT, for the hours listed for each post (all of which may be adjusted by DISTRICT as needed and with or without notice); and shall comply with said Post Orders in performing the duties and services specified therein.
- 2.1 CONTRACTOR shall perform all services as described in this Agreement and such additional services as may be required by the DISTRICT to accommodate special needs and/or emergencies, as described in SECTION 11 OPTIONAL SERVICES, below.
- 2.1 CONTRACTOR shall furnish adequate supervision and a sufficient number of fully qualified officers, including substitute personnel, to perform the Scope of Services specified in this Agreement.

SECTION 3 – DISTRICT RESERVES THE RIGHT TO CHANGE ASSIGNMENTS – DUTIES

- 3.1 During the course of this Agreement, the DISTRICT may change (increase or decrease) the number of assignments/posts and the nature of the duties and the hours per day, per shift or per week as needed.
- 3.2 The DISTRICT may increase or otherwise alter the hours, posts and types of security services needed, as outlined under SECTION 11 of this AGREEMENT, titled OPTIONAL SERVICES in response to events, disasters, emergencies, weather or other circumstances as needed and expects the CONTRACT SECURITY company to be able to increase and decrease security staffing quickly in order to provide security services as needed under those circumstances. This could include event security and

security needed for Incident Base Camp locations when the DISTRICT activates any or all of its Base Camp plans.

SECTION 4 – GENERAL SECURITY DUTIES FOR ALL CONTRACT SECURITY OFFICERS AND SUPERVISORS

4.1. In general, security officers and supervisors assigned to DISTRICT posts under this Agreement shall:

4.1.1 Respond to alarm signals or other indications of suspicious activities observed by the security officer or dispatched to security officers in the field;

4.1.2 Work with DISTRICT Security Shift Supervisors, who may observe or respond to crimes, events or alarms to effectively resolve any security concerns arising from any day to day security incidents anywhere inside the service area (Alameda and Contra Costa Counties) or along the Aqueduct system in San Joaquin County or Upcountry in Amador, Calaveras, or Sacramento County.

NOTE: These geographic areas may necessitate the Contract Security Company to sub-contract work to a security company in those areas. If and when Contractor sub-contracts work, ALL terms and conditions and expectations of this contract apply to the staff of the sub-contracted company, and Contractor is fully responsible to ensure and verify that all conditions are met or exceeded.

4.1.3 Be alert and promptly report and respond to any matter which represents a security, fire or safety hazard or any matter that appears to represent a danger to DISTRICT personnel and/or guests and visitors, or to DISTRICT property. Using DISTRICT provided telephones, security radios or Nextel® radios, report any such hazards immediately to the Security Operations Control Center (SOCC) at the Administration Building, and request any other appropriate assistance appropriate to resolve the matter.

4.1.4 When a situation dictates an emergency need for police or fire assistance, contact such emergency assistance by calling 911 from a land-line phone or local emergency (police/fire) number via mobile phone. Other than such emergency calls, any call for police assistance, coordination of police reports, etc., will be handled by the SOCC.

4.1.5 Respond as specified in Post Orders to incidents affecting security of the facility, including fires, industrial accidents, medical aid

problems, internal disorders, or other criminal acts and ALWAYS document such incidents in a Security Incident Report.

- 4.1.6 Maintain effective liaison with security officer Supervision, DISTRICT Security Shift Supervisors and other DISTRICT staff as directed and cooperate in a professional manner with municipal police, regional parks police and rangers, or sheriff's departments.

Security officers and supervisors shall communicate their status and activity continually with the DISTRICT Security Operations Control Center (SOCC) at all times as they make patrol checks at DISTRICT sites and facilities and during any potential security concern or investigation.

- 4.1.7 All DISTRICT employees are deemed to be Emergency Services Workers. During a DISTRICT emergency, security officers may be called upon to assist DISTRICT staff. Under such circumstances, security officers shall provide assistance and support activities as directed by the DISTRICT site supervisor or Incident Base Commander in charge of that geographic or functional area of responsibility.

SECTION 5 – SECURITY OFFICERS TO REMAIN AT THEIR POST

- 5.1 Security officers or supervisors assigned to any of these positions/posts shall never leave a post unless and until properly relieved. This applies across the board and without restriction for meals, restroom breaks, scheduled breaks, or the end of a shift when the schedule calls for another person to relieve the officer.

When relief does not arrive on time, this issue must be addressed immediately with the CONTRACTOR supervisor for that position or, if the supervisor is not available, the SOCC Dispatcher Supervisor on duty.

SECTION 6 – DISTRICT SECURITY ASSIGNMENTS AND LIST OF GENERAL DUTIES

Each security officer shall comply with the basic duties described below AND with all applicable post orders for his/her post/assignment.

- 6.1 SECURITY OPERATIONS CONTROL CENTER (SOCC) DISPATCHER – SUPERVISORS

- 6.1.1. Each of the SOCC dispatchers is a supervisor of the contract security guard force. An expectation of the DISTRICT is that the

Contractor will CROSS-TRAIN the SOCC and the Mobile Patrol Supervisors, such that either supervisor is able to work either assignment, and one can relieve the other. For scheduling purposes, this gives the security contractor scheduling options, including the flexibility to split the shift, working in the field for part of the shift and the SOCC for the other part of the shift.

- 6.1.2. This was built into the security plan for contract security staff intentionally, for two primary reasons. First, this allows flexibility of assignment, splitting of shifts, and continuity of supervision. Second, from a security officer-safety perspective, these personnel have all been trained such that they know all of the DISTRICT facility locations they have to patrol or dispatcher others to respond to; and they have learned the functions of each DISTRICT facility and how each facility is part of the EBMUD Critical Infrastructure. From their training and experience, they know how to get to each DISTRICT site, which facilities are staffed vs. unstaffed, the hours of operation, the superintendents and supervisors of each site, and their expectations relative to the security of each site. When dispatching, they know the sites of the facilities they are dispatching mobile patrol supervisors to, and they know what it is like to be a patrol supervisor in the field and need the help of the on-duty dispatcher-supervisor to get police, fire, EMS and other resources to the proper location quickly, when the situation is urgent.
- 6.1.3. The day-shift dispatcher is typically a senior member of the team, and is typically the supervisor that manages the scheduling of CONTRACTOR security dispatchers assigned to the DISTRICT's SOCC. This is typically the lead dispatcher position, and is ultimately responsible for all issues related to the dispatch function, to include managing of the SOCC EBMUD Computer logs, Outlook Calendar, e-mail, the training of the SOCC dispatcher staff, and other duties as assigned by the DISTRICTS Manager of Security and Emergency Preparedness and/or Security Shift Supervisors.
- 6.1.4. The SOCC is the HUB of the DISTRICT's Security Communications system, using the C-CURE security software to manage access controls at most of the DISTRICT's staffed facilities, monitor access control electronically, monitor and respond to alarms, monitor CCTC cameras and use video footage as needed for threat, risk and response assessment, and dispatch response to all reports and alarms as needed.

6.2 MOBILE PATROL SUPERVIORS

- 6.2.1. As described above, the Mobile Patrol supervisor and the SOCC Dispatcher Supervisor are expected to be cross-trained.

- 6.2.2. The Mobile Patrol Supervisor has full authority to remove a security officer from any CONTRACTOR security post for any performance-related reason and have that officer replaced, under the terms and conditions of this Agreement; and must be trained for and fully qualified to work at all posts that he/she is patrolling, in order to be able to cover that post as required until a relief officer can be brought in and take the post over from the supervisor.
- 6.2.3. The Mobile Patrol Supervisor shall proactively enforce quality of services as expected under this agreement, and work cooperatively with the DISTRICT's Security Operations staff, to include the Manager of Security and Emergency Preparedness, the Security Shift Supervisors, and the Senior Administrative Clerk to identify and correct security officer grooming, verbal and written communications, report writing, access log duties, people skills, uniform appearance, command presence, personality differences, any type of harassment or discrimination issues, and any other performance-related issue or concern that might be presented.
- 6.2.4. The Mobile Patrol Supervisor shall observe and patrol between DISTRICT sites, checking the perimeter fences, property/land, structures, and activities of DISTRICT sites and facilities, as assigned. Patrols may be on foot, in vehicles, or may be a combination thereof. Mobile patrol officers shall be available to be dispatched to any DISTRICT facility within the DISTRICT service area, twenty-four (24) hours a day and seven (7) days a week.
- 6.2.5. The Mobile Patrol supervisors are to respond to alarms dispatched to them from the Security Operations Control Center (SOCC) and to coordinate such response with the DISTRICT's Security Shift Supervisors during the hours when they are on duty.
- 6.2.6. The Mobil Patrol Supervisors inspect designated areas, buildings, vehicles, equipment, and other DISTRICT property during and/or after business hours to determine that they are properly locked, secure, and otherwise in order.
- 6.2.7. Perform other duties, as assigned by the DISTRICT.

6.3. WATER TREATMENT PLANT GATES

- 6.3.1. The primary duty of a security officer assigned to any Water Treatment Plant (WTP) is to provide ACCESS CONTROL for the plant from the fixed-post position at the plant gate.

6.3.2. Security officers at water treatment plants are required to remain at the gate at all times unless relieved by a mobile patrol supervisor, and are not to leave the post to walk the perimeter or interior of the plant. Site and perimeter security checks are the role of the mobile patrol supervisors, not of the gate posts.

6.3.3. Security officers shall coordinate access authorized to any person desiring to enter the plant through the SOCC Dispatcher and/or the Plant Operator via radio or telephone, and the security officers are responsible to completely fill in each line of either of the following two access control logs.

6.3.3.1. The Visitor/Contractor/Vendor Access Control Log is used for all persons who desire to enter the plant and shall be properly completed pursuant to the appropriate post order.

6.3.3.2. The security officer shall assure that Employee Access Control Log is used and properly completed for all persons who are DISTRICT employees and are there to enter the plant, but are not employees who regularly report to a water treatment plant for duty. If an employee has electronic authorization via his or her DISTRICT access card to open the WTP gate, the officer does not need to log that person in, as the card does that electronically.

6.3.3.3. Log employees who say they have forgotten their DISTRICT photo ID in the Employee Access Control Log, making sure that the person is not a former employee who may have been terminated from employment and may be at the site to cause a problem (DISTRICT Security Administration will provide bulletins providing terminated employees that shall not be allowed access to the facility).

6.3.4. Perform other duties as assigned by DISTRICT.

6.4. WASTEWATER (SD-1) GATE

6.4.1. The primary duty of a security officer assigned to the Wastewater SD-1 Gate is to provide ACCESS CONTROL for the plant from the fixed-post position at the plant gate.

6.4.2. Security officers at water treatment plants are required to remain at the gate at all times unless relieved by a mobile patrol supervisor, and are not to leave the post to walk the perimeter or interior of the plant. Site and perimeter security checks are the role of the mobile patrol supervisors, not of the gate post.

- 6.4.3. Security officers shall coordinate access authorized to any person desiring to enter the plant through the SOCC Dispatcher and/or the Plant Operator via radio or telephone (Nextel®), and the security officers are responsible to completely fill in each line of either of the following two access control logs:
 - 6.4.3.1. The Visitor/Contractor/Vendor Access Control Log; to assure that the log is fully completed on each line, that each person is logged IN and logged OUT and that each line is signed off when completed by the security officer AND that any such person is authorized to enter the plant and is properly escorted.
 - 6.4.3.2. The security officer shall assure that Employee Access Control Log is used and properly completed for all persons who are DISTRICT employees and are there to enter the plant, but are not employees who regularly report to a water treatment plant for duty. If an employee has electronic authorization via his or her DISTRICT access card to open the WTP gate, the officer does not need to log that person in, as the card does that electronically.
 - 6.4.3.3. Log employees who say they have forgotten their DISTRICT photo ID in the Employee Access Control Log, making sure that the person is not a former employee who may have been terminated from employment and may be at the site to cause a problem (DISTRICT Security Administration will provide bulletins providing terminated employees that shall not be allowed access to the facility).
- 6.4.4. Assisting staff at the site in controlling access of waste-haulers who use the treatment processes at the site to recycle chemicals and waste products of a variety of different.
- 6.4.5. Working with DISTRICT staff at the site to respond to the gate as needed and meet with truck drivers to coordinate delivery of a variety of chemicals and waste products.
- 6.4.6. Perform other duties as assigned by DISTRICT.

6.5. OAKPORT STORAGE CENTER

6.5.1. There is typically no security officer assigned to the Oakport Gate because that site has motion sensing security cameras. The following provides the general duties of a security officer assigned to that gate if the DISTRICT chooses to do so in response to heightened security needs

6.5.2. The security officers at the Oakport Storage Center shall:

6.5.2.1. Conduct vigorous and continuous foot patrols of the entire Oakport facility;

6.5.2.2. Assure that gates and doors are properly locked after DISTRICT staff leaves the facility; and

6.5.2.3. Perform other duties as assigned by DISTRICT.

SECTION 7 – ADMINISTRATIVE TASKS

7.1 Documentation

7.1.1 CONTRACTOR security supervisors and officers shall:

7.1.2 Maintain a legible written record of all post activities and provide detailed documentation, as described below, on all matters or occurrences relating to the security of the facilities.

7.1.3 Recommend solutions to the DISTRICT for any recurring security problems and to reduce DISTRICT costs.

7.2 Daily Activity Reports (DAR)

7.2.1. Shall be completed by each security officer at every DISTRICT post where CONTRACTOR performs security services. The DISTRICT uses these DAR as a method for tracking hours worked at a particular security post, not for tracking the number of hours worked by an individual security officer. The number of hours worked at a particular guard post is calculated on a weekly basis, via the DAR, and compared with the number of hours billed at the end of each month by CONTRACTOR.

7.2.2. Shall be filled out at the beginning of each shift with an hourly notation thereafter, and closing at the end of the shift. If the shift time starts at 07:00 the DAR should reflect this start time. If the shift ends at 15:00 hours, again, the DAR should reflect this ending time. If a shift starts at 07:00 and the guard signs onto the DAR at 09:00, two hours

(07:00 – 09:00) will be deducted from coverage for this shift and will also be deducted from the invoice if billed.

7.2.3. Be completed in clear and legible block print letters or typed and shall be thorough in content and detail. The “Client Name” will be EBMUD. The “Location” will be the proper name and the address of the facility where service is being provided. The Post name will be EXACTLY as outlined in this Agreement, unless otherwise directed by the DISTRICT Contract Administrator.

7.2.4. Be transmitted to the DISTRICT by the appropriate CONTRACTOR supervisor attesting that all security officer hours for each post for that period have been reviewed by CONTRACTOR and are complete.

7.3 Security Incident Reports

7.3.1. In every case where a security incident takes place on or in association with DISTRICT property, DISTRICT staff, or this Agreement, such incidents shall:

7.3.1.1 Be documented on a Security Incident Report. The DISTRICT provides this format, instructions for completing the forms as required, and a supply of blank forms for supervisors and officers to complete. These are the same forms that DISTRICT Security staff use to document such incidents.

7.3.1.2 Be mentioned on the DAR in red ink.

7.3.1.3 Be reviewed and initialed by a CONTRACTOR supervisor and sent to the DISTRICT’s Security Administration Office for review, potential follow-up, and filing.

7.3.2 Security incidents include any report of a theft, vandalism, injury, death, emergency assistance request or response (fire, police, and paramedic) to the site where the security officer or supervisor is posted or patrolling. (Whether the security officer called for the response or someone else did, the response must be documented as a security incident.) Security incidents also include any report of suspicious circumstances, threatened or actual violence, any criminal act, fire or other situation that captures the attention of the security officer, whether on DISTRICT property or close enough to the property to attract attention. A safe rule to follow in any case where an officer wonders if an incident is important enough to write a report is, “When in doubt, document.”

7.4 Supervisors to Review and Approve Reports

CONTRACTOR supervisors shall review and countersign Daily Activity Reports (DAR), Incident Reports and Condition Reports submitted by CONTRACTOR personnel.

SECTION 8 – QUALIFICATIONS OF OFFICERS

8.1 Experience Qualifications and Classifications:

8.1.1. In this Agreement, there are three classifications, SECURITY OFFICER, SENIOR SECURITY OFFICER, and SUPERVISOR, and each classification includes three pay scales through which CONTRACTOR may promote their staff and provide them with increases in hourly compensation (refer to EXHIBIT B – COMPENSATION for details).

These scales, specifically, are level one, level two and level three for both security officers and supervisors. Advancement through these pay scales shall be based solely upon performance evaluations performed by CONTRACTOR, and CONTRACTOR shall notify the DISTRICT of the effective dates, tied to CONTRACTOR pay periods, when an officer or supervisor is promoted to the next level, so that DISTRICT will be able to reconcile the new billing rates for these officers as those rates increase on the invoices.

Notifications shall be made to the DISTRICT Contract Administrator, and prior to the DISTRICT being invoiced at the new pay rate in order that those reviewing invoices will be aware of the change(s).

8.1.2. All officers assigned to work under this Agreement must have had experience in similar work, must be persons of mature judgment, and must possess a high degree of discretion.

8.1.3. Officers in Training: It is expressly understood that CONTRACTOR must be able to train officers who may not have worked at a DISTRICT post, to work such posts. DISTRICT requires that such training/orientation be completed BEFORE the officer being trained is assigned to work that post without supervision and that CONTRACTOR may invoice the DISTRICT only for the properly trained officer that is assigned to the post. The officer assigned to the post shall go through the Field Training Orientation (FTO) manual designed for the post with the officer in training, and only when the training officer and the officer being trained have both signed off that the officer being trained is competent to work the post solo, shall that officer be so assigned. There is no limit to the number of officers CONTRACTOR may have in training to work at DISTRICT sites as described here, as long as CONTRACTOR has sufficient trainers to provide the FTO training. The same model shall apply to supervisors being trained by CONTRACTOR to

be mobile patrol supervisors. Such persons, while being trained, shall do so as the second person in the patrol vehicle, being supervised directly by a supervisor who is sufficiently qualified and experienced to train a new supervisor. Under no circumstance should the training of a new mobile patrol supervisor require the mobile patrol supervisor to be distracted from his/her duties and responsibility to the supervisor being trained.

8.2 Physical Qualifications:

Officers must be fully capable of performing all duty requirements for provision of security services at DISTRICT locations.

8.3 General Qualifications:

Officers must be mentally alert and capable of exercising sound judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability is essential since duties normally require contact with the public and, under emergency situations, may involve long periods of duty without relief.

8.4 Communication:

Security officers must possess the ability to clearly speak, read, and write the English language. This requirement is reflected in different places in these documents, to ensure it is clear how important this is, especially when an officer is responding to an urgent matter, is taking a security incident report, working with police and fire, etc.

8.5 Basic Security Officer Training:

In addition to BSIS requirements for certification (Section 9), CONTRACTOR agrees to provide the DISTRICT with security officers who, at a minimum, have had general security officer training including, but not limited to the following:

- 8.5.1. General and detailed, site specific orientation (Field Training Orientation – Section 8.10).
- 8.5.2. Purposes and principles of security.
- 8.5.3. Organization and functions of CONTRACTOR Security Officer force.
- 8.5.4. Authority and limitations of authority of the individual officer.
- 8.5.5. Discipline – obedience to orders.
- 8.5.6. Employee and public relations – people skills.

- 8.5.7. Self-defense, use of force, escalation of force.
- 8.5.8. Communication with the SOCC and Mobile Patrol Supervisors.
- 8.5.9. Basic first aid, CPR Certification, and fire protection.
- 8.5.10. Report writing.
- 8.5.11. Crowd/ Riot/ Disturbance control, as might be experienced on a strike/ picket line.
- 8.5.12. Traffic control.
- 8.5.13. Use of radio communications devices and cellular phones.
- 8.5.14. Orientation and use of special equipment used by the DISTRICT such as electrically operated gates, closed circuit TV, etc.

8.6 Personnel Supervision and Administration:

CONTRACTOR shall supply only completely qualified personnel. The DISTRICT maintains a “zero tolerance” policy for certain actions and/or inactions by CONTRACTOR. In terms of this Agreement, this shall include, but not be limited to:

- 8.6.1. Excessive or inappropriate use of force.
- 8.6.2. Sleeping while on duty.
- 8.6.3. Sexual harassment or hostile work environment actions of any kind.
- 8.6.4. Intoxication, odor of an alcoholic beverage on the person/ breath, or other evidence that the officer was either drinking such beverages while on duty or came to the job site under the influence of alcohol or having consumed alcohol to the extent that it is obvious while he/she is on duty.
- 8.6.5. Being under the influence of any drug or narcotic, prescription or otherwise, while on duty and assigned to a DISTRICT post.
- 8.6.6. Any action or inaction that would be deemed unprofessional or hostile by any reasonable person. In the event the DISTRICT determines that such action and/or inaction occurred, the DISTRICT reserves the right to work with the on-duty SOCC Supervisor to have a contract security officer at any level immediately relieved of duty and to notify the CONTRACTOR Client Manager of the incident as soon as practicable.

8.6.7. If any security officer or supervisor fails to meet performance based standards, is considered to be incompetent, negligent, failing to meet industry standards, or is otherwise unsatisfactory, CONTRACTOR shall remove the person from service immediately, provide a qualified person to replace the removed person until relief is on site, and provide such relief within 4 hours (See EXHIBIT B, for detail as to invoicing for such relief.). The removed security officer or supervisor shall be prohibited from being assigned in any capacity to provide security to the DISTRICT under this Agreement.

8.7 Hiring Goals:

CONTRACTOR agrees to adhere to its goals for hiring, as outlined in the letter attached to this Agreement as EXHIBIT C. CONTRACTOR shall make its best efforts to hire and retain security officers who were previously working at DISTRICT sites as employees of prior security guard service providers, to perform services pursuant to this Agreement, provided that CONTRACTOR determines that such security officers are qualified and fit to perform the work. CONTRACTOR acknowledges receipt of information from the DISTRICT identifying the names of those security officers, their prior salaries, their prior assignments, rank or level, and their prior vacation, sick leave and other accrual rates.

8.8 Background Check:

For each employee who will potentially be assigned to the DISTRICT, CONTRACTOR shall conduct a comprehensive background check based on such factors as qualifications for assigned tasks, reliability and integrity, and meeting or exceeding the standards for written and oral communication.

8.9 Supervisory Skills:

Any supervisor assigned to work at the DISTRICT under this Agreement must have demonstrated his or her supervisory ability by successful experience in an appropriate supervisory position.

8.10 Field Training Orientation (FTO) Manual:

CONTRACTOR agrees to work with DISTRICT Security Shift Supervisors to develop a Field Training Orientation Manual for each post, that their supervisory and training staff can use to train each officer for the post(s) that they are to be assigned to, and within which both the trainer and the trainee will sign each "critical task" page, attesting to the fact that the trainee feels competent to perform each task in accord with the prescribed performance criteria, and the trainer agrees that the trainee is competent at that level.

8.11 Mobile Patrol Training:

Mobile patrols under this Agreement will be supervisors. Supervisors assigned to any mobile patrol post MUST be trained for any POST he or she may be assigned to patrol and any POST he or she may need to provide relief for any security officer.

Mobile Patrols must also be cross-trained to work in the EBMUD SOCC as a dispatcher on any shift, as needed.

8.12 CONTRACTOR to Provide Training as Requested for Their Staff:

CONTRACTOR shall provide requested training to security personnel as deemed necessary by the DISTRICT, relative to the site-specific duties of the security officers, use/application of new security technology/improvements.

8.13 Affirmative Action/ Equal Employment Opportunity Training

CONTRACTOR shall provide training, including refresher training, to its security officers and supervisors on dealing effectively with the public and training on EEO pursuant to Article 6.5.

SECTION 9 – BSIS CERTIFICATION

9.1 All security officers must comply with State of California Bureau of Security and Investigative Services (BSIS) Certification. This includes, but is not limited to:

9.1.1 Possess a security guard registration card, issued by the Bureau of Security and Investigative Services, State of California Consumer Affairs Department, which allows them to be employed by a licensed private patrol operator.

9.1.2 Wear the identification card at all times while on duty, on the outside of the uniform.

9.1.3 The DISTRICT shall reserve the right to audit CONTRACTOR records, and inspect their security officers while they are on duty at DISTRICT sites, to ensure compliance with the above.

SECTION 10 – EQUIPMENT FOR OFFICERS

10.1 CONTRACTOR shall be responsible for furnishing each security officer and supervisor with appropriate uniforms, badges, insignia of rank, rain gear, cold weather apparel with “security” lettering, flashlight, report forms, watchman clocks, and other equipment necessary to perform the required work. DISTRICT

PHOTO IDENTIFICATION shall be provided by the DISTRICT for all contract security staff assigned in any way to DISTRICT posts and/or responsible in any way to represent CONTRACTOR in meetings with the DISTRICT on any matters related to this Agreement. All CONTRACTOR employees are required to display their DISTRICT-issued photo identification at or above the waist and on the outside of their clothing at all times while on DISTRICT property. The CONTRACTOR Client Manager shall collect any DISTRICT issued ID issued to any CONTRACTOR employee and return said ID card to the DISTRICT's Security Operations Office whenever said employee of CONTRACTOR quits or is terminated from employment with CONTRACTOR, as soon as is practicable.

- 10.2 The DISTRICT will supply and maintain two-way radio communication equipment compatible with DISTRICT communication equipment, currently Nextel® radios. No FCC license is required for the use of these radios/cellular phones.
- 10.3 Every security officer and supervisor at every site shall wear a nametag with their first and last names located on the OUTER GARMENT of the uniform so as to be readily visible to a person standing two feet or less from the security officer.

SECTION 11 – OPTIONAL SERVICES

- 11.1 Security services may be increased in hours, number of security officers assigned, number of supervisors assigned, locations being staffed, number of vehicles needed, etc., based upon the DISTRICT business need, regional, sector and national threat levels, construction and other special projects, programs, or security details.

CONTRACTOR agrees to provide additional security officers, trained and ready to be deployed as needed, per the following table:

Hours After Initial Request	Additional Number of Officers	Total Number of Additional Officers

- 11.2 The rate of pay for optional services will be based upon the same range of salaries identified in EXHIBIT D.
- 11.3 Any authorization of optional services required by the DISTRICT requires a separate written Notice to Proceed.

VII. EXHIBIT 2 – COMPENSATION REQUIREMENTS

Compensation for services provided in EXHIBIT C, SCOPE, shall be in accordance with the specific amounts described in EXHIBIT E. The posts described in Exhibit E shall be staffed with the job classes described in Table D-1, except as described herein.

Table D-1: Post Assignments

A	B
POST	Job Class Required for this Post Levels are separate pay scales (may be any level of listed Job Class)
MOBILE PATROL SUPERVISOR SOCC-DISPATCHER SUPERVISOR	Supervisor Level 1
	Supervisor Level 2
	Supervisor Level 3
AB LOBBY	Security Officer Level 1
	Security Officer Level 2
	Security Officer Level 3
AB SECURITY DESK	Sr. Security Officer Level 1
	Sr. Security Officer Level 2
	Sr. Security Officer Level 3
AB RESPONSE/RELIEF	Sr. Security Officer Level 1
	Sr. Security Officer Level 2
	Sr. Security Officer Level 3
AB GARAGE	Security Officer Level 1
	Security Officer Level 2
	Security Officer Level 3
AB LOADING DOCK	Security Officer Level 1
	Security Officer Level 2
	Security Officer Level 3
AMC ADMIN GATE	Security Officer Level 1
	Security Officer Level 2
	Security Officer Level 3

A	B
AMC FLEET GATE	Security Officer Level 1
	Security Officer Level 2
	Security Officer Level 3
AMC SHOPS GATE	Security Officer Level 1
	Security Officer Level 2
	Security Officer Level 3
AMC CMS GATE	Security Officer Level 1
	Security Officer Level 2
	Security Officer Level 3

NOTE: All security officers and dispatchers assigned to ANY post and standing that post on his or her own (not being directly supervised by a qualified security officer or dispatcher) MUST be at least at level 1 of the job classes listed above – NOT a TRAINING or TRAINEE classification. DISTRICT requires that officers or dispatchers being trained to stand a post do so with a trainer and that the DISTRICT is only charged for the time of the trainer. Per this Agreement, CONTRACTOR is to provide only fully qualified officers or dispatchers to work any DISTRICT post or assignment. EXHIBIT A describes this trainer/trainee requirement in detail.

1. BILLING RATE

DISTRICT shall pay CONTRACTOR only the actual costs incurred plus an amount for profit and overhead as described in below. CONTRACTOR certifies that the cost and pricing information used herein are complete, current, and accurate.

CONTRACTOR acknowledges that it will expend public funds and hereby agrees to use every appropriate method to minimize costs under this Agreement. The DISTRICT shall pay CONTRACTOR an amount equal to the sum of the following items ("Billing Rate") for each hour of service provided to the DISTRICT:

- a) BASE LABOR RATE – The Base Labor Rate includes the "wage per hour" paid to each officer and supervisor and the "health benefit stipend per hour" for officers NOT electing to participate in CONTRACTOR's health plan (see Table B-2), or the "wage per hour" paid to officers electing to participate in CONTRACTOR's health plan (see Table B-3). The Base Labor Rate shall be subject to adjustment in accordance with the procedures described in Exhibit B, Paragraph 3.

(1) MINIMUM PAY AND BENEFITS TO SECURITY OFFICERS

CONTRACTOR shall provide pay and benefits for staff assigned to DISTRICT facilities as follows: Officers NOT electing to participate in CONTRACTOR's health plan shall be paid both the "wages per hour" and the "health benefit stipend per hour" set forth in Table B-2, as described in

subparagraph (3) below. Officers electing to participate in CONTRACTOR's health plan shall be paid the "wage per hour" set forth in Table B-3.

(2) Oakland Living Wage (OLW) IS A SALARY FLOOR

CONTRACTOR shall pay the greater of the wages and benefits under the Agreement or in accordance with the Oakland Living Wage Ordinance, whichever is greater. Should the OLW ever exceed the wages and benefits described in EXHIBIT D, CONTRACTOR shall request an adjustment to the Base Labor Rate pursuant to Paragraph 3 below.

(3) HEALTH PLAN (MEDICAL/DENTAL) STIPEND PROVISION

All security officers and supervisors, regardless of their wage rate, shall be offered a stipend (**FILL IN YOUR STIPEND RATE HERE**) if they do not elect to participate in CONTRACTOR's health plan. Should the effective stipend rate under the Oakland Living Wage Ordinance ever exceed the stipend rate set forth in Tables 1 and 3, CONTRACTOR shall request an adjustment to the Table 1 and 3 stipend rate pursuant to Paragraph 2 above.

(4) BENEFIT ASSURANCE FOR TRANSITIONING SECURITY OFFICERS

In transitioning from one security services provider to another, there is a benefit to the DISTRICT when security officers who are experienced at DISTRICT posts remain at those posts if they apply for and are hired by the new security services provider. In the interest of maintaining continuity of security officers who have been assigned to DISTRICT posts under an agreement with the former security company, CONTRACTOR shall accept applications from the persons listed in APPENDIX 1 to this Agreement (all security officers who have been assigned to DISTRICT posts under an agreement with the former security company).

APPENDIX 1 includes the name, title, tenure in terms of sick leave and vacation benefit accruals, and current salary of each security officer.

When a new security services provider hires the staff from a prior security services provider, the new provider must pay the officers it hires at a "wage per hour" at least equal to if not greater than they were paid by the prior provider.

CONTRACTOR shall provide vacation benefits to security officers who were previously working at DISTRICT sites as employees of the prior security services provider at the same level as they would receive if they had been CONTRACTOR employees for the same time period: (a) that they were employees of the previous security services provider; or (b) that they were previously working at DISTRICT sites as employees of any other security services provider(s), whichever is greater.

CONTRACTOR shall provide medical, dental, and vision benefits to security officers who were previously working at DISTRICT sites as employees of prior security services providers just as they would receive if they had been CONTRACTOR employees for the same time period: (a) that they were employees of the previous security services provider; or (b) that they were previously working at DISTRICT sites as employees of any other security services provider(s), whichever is greater.

- b) **DIRECT LABOR COST** – The Direct Labor Cost shall be an amount equal to the Base Labor Rate for each employee's labor multiplied by a direct labor factor of [fill in your direct labor factor here] for employees receiving the Health Plan Stipend (Table 1 & 3 below) and [fill in your direct labor factor here] for employees participating in CONTRACTOR's health plan (Tables 2 and 4 below). The direct labor factor represents the estimated direct cost to CONTRACTOR for each incremental hour of labor provided to the DISTRICT, including but not limited to:

- Federal, State, and local payroll taxes
- Vacation and sick pay
- Workers' compensation insurance
- Liability insurance
- Medical, dental, and life insurance (for those CONTRACTOR employees that participate in such programs)
- Holiday pay and un-billable overtime
- Finance costs

In the event that the Direct Labor Cost is increased because of documented changes in Federal, State, or local tax rates; workers' compensation; liability or medical insurance rates; the Oakland Living Wage Ordinance; other State and Federal minimum wage laws; or mandated by any applicable area wide master union agreement, CONTRACTOR shall present evidence of such change to the DISTRICT and, upon verification of such increased cost, the Direct Labor Cost shall be increased to reflect the recovery of such increased costs.

- c) **FIXED FEE** – As a portion of the total compensation to be paid to CONTRACTOR, DISTRICT shall pay a Fixed Fee as overhead and profit for services rendered by CONTRACTOR covered by this Agreement in the amount of [fill in your fixed fee amount here] per hour (see Tables 1 – 4). CONTRACTOR shall earn the Fixed Fee based on each hour of direct labor billed and approved. The parties agree that the DISTRICT's payment of the Fixed Fee includes full compensation for overhead and indirect costs, except as otherwise specifically set forth in this Agreement. CONTRACTOR acknowledges and agrees that this compensation is in lieu of itemized payments for overhead which includes, but is not limited to:

- Parking (DISTRICT does not ROUTINELY provide parking to CONTRACTOR in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONTRACTOR may REQUEST parking for scheduled meetings and on a case-by-case basis for staff assigned to a post in the AB and DISTRICT will accommodate what they can. When parking accommodation is not authorized following such requests, CONTRACTOR shall be responsible for parking elsewhere.
- Uniform Cleaning Allowance – All security officers shall be provided a \$0.25 per hour stipend as a uniform cleaning fee.
- Postage, for certified or registered mail – extraordinary postage or overnight delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem, copy, and FAX charges.
- Office space lease
- Office supplies
- Computer equipment
- Computer usage charges
- Books, publications, and periodicals
- Insurance
- Miscellaneous hand tools or equipment rental
- Any training, seminars, or continuing education
- Utilities
- Meals, transportation, or other charges
- Inadequately described or miscellaneous expenses
- Project management
- Profit

The above items are illustrative, rather than exhaustive.

- d) OTHER DIRECT COSTS – Other Direct Costs shall be approved by the DISTRICT in advance in writing and shall be billed at cost without markup. These costs include the following:

- Automobile expenses are based on the DISTRICT requirement for CONTRACTOR to provide mobile patrols. DISTRICT agrees to an hourly rate for each patrol vehicle of [fill in your automobile expense hourly rate here] _____ per hour.

2. HOURS TO BE PAID AT REGULAR (STRAIGHT-TIME) RATE

Labor rates shall be based on a 40-hour week. DISTRICT will pay CONTRACTOR for the scope of work provided under this Agreement by their personnel at their regular “wage per hour,” including any work performed on overtime or on holidays or weekends other than overtime expressly authorized as billable to the DISTRICT under paragraph 6, below.

3. REQUEST TO INCREASE BILLING RATE

CONTRACTOR shall submit to the DISTRICT, with any Billing Rate increase request, documentation establishing the increase in salary and/or benefit costs at least one month before the requested increase shall take effect.

4. DISTRICT RESPONSE TO REQUEST TO INCREASE BILLING LABOR RATE

The DISTRICT shall respond to the billing rate increase request within 30 calendar days. Billing rate increase requests that include the salaries of overhead personnel will not be considered. All billing rate increases shall be at the sole discretion of the DISTRICT.

5. SAN FRANCISCO/OAKLAND CONSUMER PRICE INDEX (CPI) FOR URBAN WORKERS

The referenced CPI will be utilized to verify any such billing rate increase proposal made by CONTRACTOR during the life of the Agreement. No more than two such requests may be made in the first two years of the Agreement and no more than one may be made in each of the three option years. A minimum six-month interval between the start of the Agreement and the first request is required, and a six-month waiting period will be required between all subsequent requests for a billing rate increase. Verifiable billing rate increase requests based on labor rate increases equal to the higher of either (a) the CPI, or (b) the Oakland Living Wage Ordinance, during the relevant time period, but in any case not more than 6% per six-month period, shall be approved so long as those requests are consistent with other guidelines outlined in this paragraph.

6. OVERTIME PAYMENT AUTHORIZATION – 24 HOUR RULE

DISTRICT agrees to pay CONTRACTOR overtime ONLY under the following circumstances:

- a) For the first 24 hours of any new assignment requiring additional officers, BUT ONLY IF the DISTRICT has failed to give CONTRACTOR 24 hours advance notice of such assignment.
- b) Overtime shall ONLY be paid for that first 24 hour period, when the 24 hour notice was not provided to CONTRACTOR by the DISTRICT. This time period will commence at the time that the DISTRICT first tells CONTRACTOR in person or by phone of the need for the services being requested. Such verbal notice will be followed up in writing as soon as practicable by an e-mail. Because the intent is to assure that a responsible person at CONTRACTOR (usually the Client Manager or above at CONTRACTOR) is personally aware of the need at the earliest possible notice, verbal notice will be considered the first notice.
- c) During exigent circumstances, staffing needs may change frequently. In the event that the DISTRICT changes the required services daily and with less than 24 hour notice, overtime rates are justified for each day (24 hours) that such exigent circumstances exist.

- d) In ALL cases, CONTRACTOR is solely responsible for the scheduling of its officers to cover the hours required by the DISTRICT. In the event that CONTRACTOR schedules any of its officers to work shifts that require them to pay an overtime rate to such officers by FLSA or other laws or regulations, those additional costs are NOT to be charged to the DISTRICT.
- e) CONTRACTOR shall separate any overtime being charged to the DISTRICT on the invoice and clearly indicate what service the overtime was for, who at the DISTRICT requested and/or authorized the overtime, and the date/time of the authorization.
- f) The overtime billing rate shall be calculated based on 1.5 times the "wage per hour" for that officer or supervisor (see Tables B-2 and B-3).

7. CONTRACTOR OFFICERS OR SUPERVISORS COVERING VACANT SHIFTS

On those occasions when, for any reason, an on-duty CONTRACTOR mobile patrol supervisor or any relief supervisor must occupy an assignment or post left vacant by another officer, such coverage shall not be for a period of longer than four (4) hours, as required under EXHIBIT A.

During such coverage periods, CONTRACTOR agrees that it will invoice DISTRICT for the billing rate for the supervisor covering that shift for not longer than 4 hours. When a proper relief officer arrives and relieves the mobile patrol supervisor to return to his/her patrol route, CONTRACTOR will invoice DISTRICT for the remaining hours of that shift at the billing rate for the replacement officer filling the shift. Such coverage is NOT to be charged to the DISTRICT as overtime.

- a) When CONTRACTOR has a shift that is open due to an officer on vacation, calling in sick, etc., CONTRACTOR may cover the open hours of such shifts ONLY with an officer that is QUALIFIED to work that post. DISTRICT agrees that CONTRACTOR may invoice DISTRICT for the billing rate at which the replacement officer is paid for his/her regular duty. Such coverage is authorized for a period up to but not to exceed 20 consecutive calendar days AND no more than 20 days in an invoice period; to allow CONTRACTOR to train and fill any position with a replacement officer or supervisor well qualified to assume those duties, and to properly train that replacement officer or supervisor.
- b) A CONTRACTOR supervisor may be used to cover a position normally staffed with a security officer, as described in paragraph 7(a) (above), if the supervisor is the best qualified person available to cover an open shift, and DISTRICT shall be invoiced at that supervisor's normal billing rate.
- c) CONTRACTOR agrees that in ALL SUCH CASES described in paragraph 7(a) and (b), CONTRACTOR shall explicitly identify on the invoice ANY and ALL shifts covered as described herein, such that DISTRICT will

clearly understand the variance in the billing rate for that site and for those shifts.

8. LABOR CODE 2810

At all times during execution of this Agreement, CONTRACTOR shall maintain sufficient funds to comply with all applicable local, state, and federal laws or regulations governing the labor and services provided under this Agreement as per California Labor Code section 2810.

9. BILLING AND PAYMENT

CONTRACTOR shall invoice DISTRICT once per month, and DISTRICT expects to receive invoices as soon as possible, typically within the first week of the following month, for the services provided during the past month, corresponding to CONTRACTOR's pay periods. Invoicing shall be on the basis of the Billing Rates as described above.

10. INVOICING

Actual services performed shall be invoiced by post as described in EXHIBIT A. Invoices shall set forth a description of the actual costs incurred, to include:

- a) The name (Last Name first, then First Name) of who performed the service
- b) The job classification and pay level for that person
- c) The hourly wage for each officer/supervisor as defined above
- d) A notation that the officer receives the medical/dental benefit OR the amount of the stipend the officer received
- e) The hourly uniform allowance rate
- f) The billing rate as defined above
- g) A description of the services performed at that post by that person (e.g., day shift, vacation relief, swing shift, graveyard shift, special event, etc.)
- h) If the work being performed is in support of a DISTRICT capital project, the DISTRICT Capital Job Number associated with that project, as provided by DISTRICT when the work was assigned MUST be included at the top of the page on the invoice for that work.
- i) The date the services were performed
- j) The amount of time (hours) spent on the assignment
- k) The list of CONTRACTOR security officers assigned to DISTRICT contract security assignments, with the corresponding PAY LEVEL and JOB CLASSIFICATION for each officer SHALL be updated each time the hourly

wage to be paid to an officer increases due to that officer's level or classification being changed. For changes in levels or classifications, CONTRACTOR shall notify DISTRICT in writing (e-mail to DISTRICT Contract Administrator is acceptable), and follow such notice by attaching the updated list referenced here to the next invoice delivered to DISTRICT by CONTRACTOR

- I) DISTRICT reserves the right to require further supporting documentation for the invoice, organized to clearly identify the task charged, in order to authenticate invoiced charges

11. SEPARATE INVOICING REQUIREMENTS

Each DISTRICT post to which service is provided by CONTRACTOR shall be invoiced separately. Services for each post supplied under Optional Services must also be invoiced separately.

12. TURNAROUND

DISTRICT shall pay CONTRACTOR within thirty (30) days, upon receipt of a proper CONTRACTOR invoice, provided that all invoices are accompanied by sufficient cost documentation to allow the determination of the reasonableness and accuracy of said invoice. Services will not be considered properly invoiced unless all the conditions in Paragraph 10 above are met. In the event the invoice does not meet all the conditions described in Paragraph 10, the DISTRICT shall have the right to return the invoice unpaid. The interval of payment of such invoice will begin anew when such invoice is re-submitted to the DISTRICT as a proper invoice.

VIII. EXHIBIT 3 – PROPOSAL FORM – BILLING RATES

EACH SECURITY SERVICES PROVIDER MUST COMPLETE THE FOLLOWING WORKSHEET AND TABLES

NOTE: THREE tables follow this explanation. The first is a WORKSHEET, and each proposing company MUST fill in the BLANK cells on this table to tell EBMUD what the company proposes to pay to their employees at each classification level. This is followed by two Base Labor and Billing Rate TABLES and each is alike except for one key factor, which is reflected in Column C of each table.

In the Tables below, it is assumed that the security company offers and provides a health benefit (medical and dental coverage) plan, *but the employee does not want to take the benefit* (perhaps a spouse already has insurance) and elects instead to be paid an hourly stipend in lieu of a health benefit. In this case, you write in the stipend amount in Column C.

In the Tables below, it is assumed that the security company offers and provides a health benefit (medical and dental coverage) plan *and the employee does elect to take that coverage*. In this case, Column C is BLANK (\$0.00).

Table 1: Proposed Base Labor and Billing Rates for *UNARMED* CONTRACT SECURITY STAFFING – WITH Stipend

A	B	C	D	E	F	G	H	I	J
Job Classification	Wage Per Hour for Each Level	Health Benefit Stipend Per Hour	Base Labor Rate (B+C)	Direct Labor Cost (D x Direct Labor Factor)	Fixed Fee	Billing Rate (D+E+F)	Overtime Wage Per Hour (B x 1.5)	OT Fixed Fee	Overtime Billing Rate (H x ODLF ¹ + I)
Mobile Patrol – Dispatcher Supervisor Level 1									
Mobile Patrol – Dispatcher Supervisor Level 2									
Mobile Patrol – Dispatcher Supervisor Level 3									
Sr. Security Officer Level 1									
Sr. Security Officer Level 2									
Sr. Security Officer Level 3									
Security Officer Level 1									
Security Officer Level 2									
Security Officer Level 3									
Client Manager									
Assistant Client Manager									

¹ Insert the Overtime Direct Labor Factor (ODLF) used to calculate OVERTIME costs. This factor should be less than the Direct Labor Factor for regular hours worked, as all such costs are not paid again for overtime hours worked.

Table 2: Proposed Base Labor and Billing Rates for *UNARMED* CONTRACT SECURITY STAFFING – WITH Health Benefit

A	B	C	D	E	F	G	H	I	J
Job Classification	Wage Per Hour for Each Level	Health Benefit Stipend Per Hour	Base Labor Rate (B+C)	Direct Labor Cost (D x Direct Labor Factor)	Fixed Fee	Billing Rate (D+E+F)	Overtime Wage Per Hour (B x 1.5)	OT Fixed Fee	Overtime Billing Rate (H x ODLF ¹ + I)
Mobile Patrol – Dispatcher Supervisor Level 1		\$0.00							
Mobile Patrol – Dispatcher Supervisor Level 2		\$0.00							
Mobile Patrol – Dispatcher Supervisor Level 3		\$0.00							
Sr. Security Officer Level 1		\$0.00							
Sr. Security Officer Level 2		\$0.00							
Sr. Security Officer Level 3		\$0.00							
Security Officer Level 1		\$0.00							
Security Officer Level 2		\$0.00							
Security Officer Level 3		\$0.00							
Client Manager		\$0.00							
Assistant Client Manager		\$0.00							

¹ Insert the Overtime Direct Labor Factor (ODLF) used to calculate OVERTIME costs. This factor should be less than the Direct Labor Factor for regular hours worked, as all such costs are not paid again for overtime hours worked.

Table 3: Proposed Base Labor and Billing Rates for *ARMED* CONTRACT SECURITY STAFFING – WITH Stipend

A	B	C	D	E	F	G	H	I	J
Job Classification	Wage Per Hour for Each Level	Health Benefit Stipend Per Hour	Base Labor Rate (B+C)	Direct Labor Cost (D x Direct Labor Factor)	Fixed Fee	Billing Rate (D+E+F)	Overtime Wage Per Hour (B x 1.5)	OT Fixed Fee	Overtime Billing Rate (H x ODLF ¹ + I)
Mobile Patrol – Dispatcher Supervisor Level 1									
Mobile Patrol – Dispatcher Supervisor Level 2									
Mobile Patrol – Dispatcher Supervisor Level 3									
Sr. Security Officer Level 1									
Sr. Security Officer Level 2									
Sr. Security Officer Level 3									
Security Officer Level 1									
Security Officer Level 2									
Security Officer Level 3									

¹ Insert the Overtime Direct Labor Factor (ODLF) used to calculate OVERTIME costs. This factor should be less than the Direct Labor Factor for regular hours worked, as all such costs are not paid again for overtime hours worked.

Table 4: Proposed Base Labor and Billing Rates for *ARMED* CONTRACT SECURITY STAFFING – WITH Health Benefit

A	B	C	D	E	F	G	H	I	J
Job Classification	Wage Per Hour for Each Level	Health Benefit Stipend Per Hour	Base Labor Rate (B+C)	Direct Labor Cost (D x Direct Labor Factor)	Fixed Fee	Billing Rate (D+E+F)	Overtime Wage Per Hour (B x 1.5)	OT Fixed Fee	Overtime Billing Rate (H x ODLF ¹ + I)
Mobile Patrol – Dispatcher Supervisor Level 1		\$0.00							
Mobile Patrol – Dispatcher Supervisor Level 2		\$0.00							
Mobile Patrol – Dispatcher Supervisor Level 3		\$0.00							
Sr. Security Officer Level 1		\$0.00							
Sr. Security Officer Level 2		\$0.00							
Sr. Security Officer Level 3		\$0.00							
Security Officer Level 1		\$0.00							
Security Officer Level 2		\$0.00							
Security Officer Level 3		\$0.00							

¹ Insert the Overtime Direct Labor Factor (ODLF) used to calculate OVERTIME costs. This factor should be less than the Direct Labor Factor for regular hours worked, as all such costs are not paid again for overtime hours worked.

ATTACHMENT 1 – Cypress Security Rates of Pay and Accruals for Current Staff

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	Wastewater, AB Main Lobby	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Main Lobby, Security Desk, Response Relief	Senior Security Officer Level 2	SRSO 2	\$0.25	\$0.00	\$18.25	\$33.11	\$39.23	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$17.30	\$31.26	\$36.69	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$1.83	\$21.00	\$36.22	\$43.22	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	Oakport, WC WTP, Orinda, USL	Security Officer Level 3	SO3	\$0.25	\$1.83	\$17.25	\$31.19	\$34.83	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	Wood Street Project, Chabot Park	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Flex officer - may be assigned to all posts	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$1.83	\$19.45	\$34.44	\$40.88	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$0.00	\$17.30	\$31.58	\$37.38	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	Flex Officer- assigned to all post	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Wastewater	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$0.00	\$19.45	\$35.05	\$41.57	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	B-1 Garage, Lobby, Shops Gate, CMS Yard, Loading Dock	Security Officer Level 3	SO3	\$0.25	\$1.83	\$17.00	\$31.19	\$36.59	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	Wastewater, AB Main Lobby	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	B-1 Garage, Lobby, Shops Gate, CMS Yard	Security Officer Level 2	SO2	\$0.25	\$0.00	\$15.50	\$29.08	\$34.35	1hr for 30hrs worked	120hrs for 1600hrs worked SIEU
	WCWTP, Orinda, Oakport	Security Officer Level 3	SO3	\$0.25	\$1.83	\$17.00	\$31.19	\$36.59	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	Flex Officer-assigned to all post	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	B-1 Garage, Lobby, Shops Gate, CMS Yard	Security Officer Level 3	SO3	\$0.25	\$0.00	\$17.00	\$31.50	\$37.28	1hr for 30hrs worked	120hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$0.00	\$19.45	\$35.05	\$41.57	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	Wastewater	Security Officer Level 3	SO3	\$0.25	\$0.00	\$17.25	\$31.50	\$37.28	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$1.83	\$19.45	\$34.44	\$40.88	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	CMS Yard, Shops, Lobby, AB Firewatch	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Flex Officer-assigned to all post	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Main Gate, Shops, WCWTP, Oakport, AMC Lobby	Senior Security Officer Level 2	SRSO 2	\$0.25	\$1.83	\$17.00	\$30.82	\$36.10	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	All posts to include supervision	Client Manager	CM		\$0.00	N/A	\$26.65	\$31.43	MGR	MGR
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$17.30	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$17.30	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	AMC Lobby, Shops	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	Security Desk, AMC Lobby	Senior Security Officer Level 2	SRSO 2	\$0.25	\$1.83	\$17.00	\$30.82	\$36.10	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	Orinda , Sobrante WTP, Oakport	Security Officer Level 3	SO3	\$0.25	\$1.83	\$17.25	\$31.19	\$36.59	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	Flex Officer- assigned to all post	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$1.83	\$19.45	\$34.44	\$40.88	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	Flex Officer- assigned to all post	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	Security Desk	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	AMC Lobby, Shops	Senior Security Officer Level 3	SRSO 3	\$0.25	\$1.83	\$18.25	\$32.67	\$38.54	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	Wastewater, Oakport, WC WTP, Orinda	Security Officer Level 3	SO3	\$0.25	\$1.83	\$17.25	\$31.19	\$36.59	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	SOCC, Wastwater, Security Desk, Response Relief	Senior Security Officer Level 2	SRSO 2	\$0.25	\$1.83	\$17.00	\$30.82	\$36.10	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	Response Relief, SOCC, Security Desk, Loading Dock, B-1 Garage	Senior Security Officer Level 3	SRSO 3	\$0.25	\$1.83	\$18.25	\$32.67	\$38.54	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.80	\$30.82	\$36.10	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	Flex Officer All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$17.30	\$31.26	\$36.69	1hr for 30hrs worked	120hrs for 1600hrs worked SIEU
	Flex Officer All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$17.30	\$31.26	\$36.69	1hr for 30hrs worked	120hrs for 1600hrs worked SIEU
	Flex Officer All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$17.30	\$31.26	\$36.69	1hr for 30hrs worked	120hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$1.83	\$20.65	\$36.22	\$43.22	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$1.83	\$19.45	\$34.44	\$40.88	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	Assistant Client Manager	Assistant Client Manager	ACM	\$0.25	\$0.00	N/A	\$49.99	\$59.61	ACM	ACM
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 40hrs for 1600hrs worked

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	Wastewater, AB Main Lobby, USL, Orinda WTP, WCWTP	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 40hrs for 1600hrs worked
	CMS Yard	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	CMS, Shops, Load Dock, WCWT	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 40hrs for 1600hrs worked
	Flex Officer-assigned to all post	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Response Relief, SOCC, Security Desk, Loading	Senior Security Officer Level 3	SRSO 3	\$0.25	\$1.83	\$18.25	\$33.11	\$39.23	1hr for 30hrs worked	120hrs for 1600hrs worked SIEU

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	Dock, B-1 Garage									
	Security Desk, AMC Lobby, Resp. Relief	Senior Security Officer Level 3	SRSO 3	\$0.25	\$1.83	\$18.25	\$32.67	\$38.54	1hr for 30hrs worked	120hrs for 1600hrs worked SIEU
	CMS Yard, Oakport, AB Firewatch, USL	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.50	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	AB Lobby, Security Desk	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Wastewater, Orinda, USL	Security Officer Level 3	SO3	\$0.25	\$0.00	\$17.25	\$31.50	\$37.28	1hr for 30hrs worked	160hrs for 1600hrs worked SIEU
	All posts to include supervision	Senior Security Officer Level 2	SRSO 2	\$0.25	\$1.83	\$17.00	\$30.82	\$36.10	1hr for 30hrs worked	80hrs for 1600hrs worked SIEU
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$0.00	\$19.45	\$35.05	\$41.57	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 40hrs for 1600hrs worked
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$1.83	\$19.45	\$34.44	\$40.88	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	All posts to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	Wastewater, AB Main Lobby	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Flex Officer- may be assigned to all posts	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Flex officer - assigned to all post to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$17.00	\$30.82	\$36.10	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU
	Flex officer - assigned to all post to include supervision	Supervisor Level 2	S2	\$0.25	\$1.83	\$16.40	\$31.26	\$36.69	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU

**Emp Name	Qualified On Each Post Listed	Job Class	Abb.	Uniform Allow.	Med Ins	Pay Rate	Billing Rate	OT Billing Rate	Sick Leave Hours Acc.	Vac. Hours Acc.
	All posts to include supervision	Supervisor Level 3	S3	\$0.25	\$0.00	\$19.45	\$35.05	\$41.57	1hr for 30hrs worked	Non-Union 80hrs for 1600hrs worked
	Flex Officer-assigned to all post	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	Non-Union 40hrs for 1600hrs worked
	Flex Officer-may be assigned to all posts	Security Officer Level 2	SO2	\$0.25	\$1.83	\$15.25	\$28.97	\$33.66	1hr for 30hrs worked	40hrs for 1600hrs worked SIEU

**Employee pay rates available upon request.

SEIU VACATION ACCURAL TABLE

(After 1 year)	Year 1	Year 3	Year 6	Year 15
Union	Union	Union	Union	Union
<u>Hours Worked</u>				
1600 hrs.	40	80	120	160
800 hrs.	20	40	60	80

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IX. EXCEPTIONS, CLARIFICATIONS, AMENDMENTS for RFP For EBMUD
CONTRACT SECURITY SERVICES

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Print additional pages as necessary