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Contract Number
24-114 24-138

SAP Number

Purchasing Department

Department Contract Representative Jessica Barajas
Telephone Number (909) 387-2065

Contractor American Guard Services Inc.
Contractor Representative Gerald Gregory
Telephone Number (800) 441-1808
Contract Term March 1, 2024 - February 28, 2027
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to procure multiple contractors to provide qualified armed and unarmed security guard services including both regularly scheduled services and additional services (e.g. "as required" by individual departments, on-call emergency services and special events services); and; and

WHEREAS, the County conducted a competitive process to find (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide services that maintain public safety at County facilities;]; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. CONTRACTOR RESPONSIBILTIES

A.1 General Responsibilities

Contractor shall:

A.1.1 Provide armed guard and unarmed guard security services to the County for:

- a. Regularly scheduled services as determined based upon the needs of each department; and

- b. Additional services when requested by the department, on an on-call basis and for special events upon request.
- A.1.2** Meet with Assigned County Department Liaisons to determine the service needs of the individual department, including the number of personnel to be assigned to a location, equipment to be utilized, and the hours and days of services.
- A.1.3** Work closely with Assigned County Department Liaisons to ensure that security provided is as required and agreed upon.
- A.1.4** Possess and maintain all appropriate permits and licenses necessary in the performance of services required under the agreement. Contractor shall ensure all required registrations, licenses, and/or permits required of its employees remain current. Contractor will provide copies of licenses upon request.
- A.1.5** Fulfill the standard contract requirements, including indemnification and insurance, as required by the County.
- A.1.6** Provide direct supervision of guards at all locations daily by shift.
- A.1.7** Ensure that staff conform to all laws, regulations, and standards applicable to providing the services required herein.
- A.1.8** Prepare and provide a thorough guard manual to all staff assigned to County facilities that covers all the services to be provided to the County. Contractor must ensure that all staff are trained on the contents of the manual at the time of hire and at regular intervals thereafter. The guard manual shall be provided to the County upon request.
- A.1.9** Maintain a pool of guards who have been trained to work at the County and who are approved by the County to serve as replacement guards.
- A.1.10** Have dispatch center in operation 24 hours a day, seven (7) days a week where a dispatcher is on duty and at the dispatch console at all times.
- A.1.11** Keep County informed on new techniques and practices in the security guard service industry.
- A.1.12** Not employ any person that is a current County employee.
- A.1.13** Provide emergency backup replacement turnaround time of 2-3 hours; supervisors/account managers are to be present immediately until the backup arrives. Under no circumstances shall a guard be removed from another location to cover for a site. All backup emergencies shall be from the Contractor's pool list.
- A.1.14** Increase their guard pool list during extreme summer heat and cold seasons.
- A.1.15** Be familiar with all County facilities at which services are being provided. Assigned staff shall be knowledgeable about the facility to which they are assigned.
- A.1.16** In the event of an "emergency situation", Contractor shall continue to provide services under the Contract. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance, and other natural or manmade disasters. County Management shall determine the extent to which services shall be provided. Contractor shall provide adequate staffing to ensure contained services to the extent determined by County.

A.2 Report/Records Requirement

Contractor shall;

- A.2.1** Provide post orders for all locations and sites in a professional format approved by the County. Reports shall be updated on a quarterly basis and provided to the County in Microsoft Word format.
- A.2.2** Use the County's Automated Incident Reporting System and approve all reports within 24 hours. Accept requests for equipment and services from the County's Guard Request System.
- A.2.3** Contractor Reporting Obligations: Service Level Metrics (SLM): Contractor shall meet the following Parameters for services to ensure responsive, consistent service and support to the County. The Objectives of the SLM criterion are to present measurable service indicators, to ensure accountability, and to match perceptions of expected service with actual service. Therefore, Contractor shall supply reports accounting for the metrics by the fifteenth (15th) day of the following month at the end of each Reporting Quarter, beginning on July 1, 2024th then every three (3) months on the 15 after that. Should the 15th day of the month in a Reporting Quarter fall on a weekend or County holiday, then the report shall be provided to the County's Purchasing Compliance Unit on the next business day.

Criteria	Target Metric
Response Time - New Service	
1. Percentage of department requests for new service, acknowledged* within 48 hours. Contractor shall provide quarterly electronic reports that support the following calculation: (Calculation = number of requests, by department/service location, acknowledged within 48 hours divided by number of total requests, by department, for new service)	95%
2. Percentage of Countywide requests for new service, acknowledged* within 48 hours. Contractor shall provide quarterly electronic reports that support the following calculation: (Calculation= Total number of Countywide requests acknowledged within 48 hours divided by the total number of Countywide requests for new service)	95%
Fill Rate - New Service	
3. Percentage of department requests for new service, successfully filled on time. Contractor shall provide quarterly electronic reports that support the following calculation: (Calculation= number of requests by department/service location, filled on time divided by the number of total requests, by department, for new service)	98%
4. Percentage of Countywide requests for new service, successfully filled on time. Contractor shall provide quarterly electronic reports that support the following calculation: (Calculation = Total number of Countywide requests filled on time divided by the total number of Countywide requests for new services)	98%
Site Visits	
5. Percentage of Countywide supervisor visits at each site with a minimum of one visit per shift Contractor shall provide quarterly electronic reports that support the following calculation: (Calculation = number of Countywide sites shifts actually visited daily divided by the total number of Countywide sites visits required)	98%

Criteria	Target Metric
Post Orders and Guard Concerns	
6. Percentage of Countywide Guard Concerns that are received per month per department. Contractor shall provide quarterly electronic reports that support the following calculation: (Calculation = number of guard concerns received Countywide divided by the total number of Countywide sites times 100)	<=10%
7. Percentage of Countywide Post Orders that are not updated every six (6) months. Contractor shall provide bi-annually electronic reports that support the following calculation: (Calculation = number of Countywide sites divided by the total number of guard post orders that were updated in the previous six-month period)	98%

Note: Contractor will provide quarterly reports to the County with the above metrics.

If the target metric Response Time by department (Criteria No. 1), or Fill Rate by department (Criteria No. 3), falls outside the stated parameter in any quarter, then the Contractor shall have a 30 day "probationary" period to bring the metric within the acceptable percentage. This measurement shall only encompass the 30-day probationary period. If no new service is requested during the probationary period, the Contractor is considered 100% compliant, as no violations have occurred.

If the Contractor fails to meet the target metric by the end of the 30 day probationary period, the affected County department(s) will be eligible for a credit equal to 1% for every percentage point that is outside the stated percentage of the metric (for example, if the stated metric is 95%, and the achieved metric is 92%, that invoice is eligible for a 3% credit). This credit will only apply to the invoice(s) associated with the specific Request for Guard Services (RGS) document that fall outside the stated metric and originated during the original reporting period.

If more than one criterion falls outside the stated metric percentage, the criterion with the largest percentage deficit shall be used to calculate the credit to be applied to the invoice. Credits are not cumulative and shall be capped at a maximum of three percent (3%) per reporting period. Countywide metric percentages and site visit percentages are not eligible for credits.

At a minimum, the reports shall list the criteria, the target metric percentages associated with them (refer to the table above), and the achieved percentage. The report contents and information must be presented in a way that can be verified by the County. The county must agree to the format of the reports and, may request during the term of the Contract that the report format be changed or revised. Clarity, presentation, and quality are the important aspects of these reports.

Contractor is granted a 60-day period from the start of this contract to make transition adjustments before any penalties may be assessed.

A.3. Supervision Requirements

Contractor shall be responsible for the direct supervision of guards. Such supervision shall ensure that each guard conforms to the specifications described herein. Supervision shall include, but is not limited to, ensuring staffing levels are met; security guards arrive on time and prepared to work; observing security guards' work habits, appearance, and overall performance; and verifying applicable patrol. Including review of established Post Orders on-site between Guard(s) and visiting Supervisor.

- a. Contractor shall require a supervisor to visit each site, at minimum, once per shift to observe each guard while on duty. During normal operating business hours, supervisors shall check in with the County's on-site contact at least one time.

- b. Supervisors are responsible to log in, verify site timesheets, inspect guard uniforms, maintain responsibility over security guards, and correct invoices so as not delay to payments. Including regular review of assigned Post Orders with security guards.
- c. Supervisor ratio shall be 1:20 per site; the cost of supervisors shall be included in the Contractors overhead rates unless otherwise specified.

A.4 Equipment and Supplies

Contractor shall furnish and maintain in good order, condition, and repair the following at no additional cost to the County:

- a. All equipment including, but not limited to handheld radios, cell phones, uniforms, badges, mace, batons, record keeping logs, manuals, and supplies (including forms, guard logbook, etc.).
- b. All County supplied equipment shall be stored at the provided location at each site.
- c. Provide a complete automated Guard Tour Patrol System that can be utilized Countywide. The system shall include all equipment, be capable of providing daily log records electronically and enable County Administrators to retrieve all data and/or information, when needed. A Guard Tour Patrol System must log the rounds of guards assigned pursuant to the Contract and include all assigned locations and tours. Reporting must be provided daily, and raw data must be provided to the County in a "CSV "Comma Separated Values format as specified by the County. The Guard Tour Patrol System must have the capability to document site visits by supervisors and automatically email the site visit report to the County.
- d. Provide software package and devices (cellphones) for all County sites to log in and track guard check in. This may be included within the Guard Tour Patrol System if reporting capabilities are available.
- e. Provide a comprehensive Inventory Report every six (6) months of all equipment and patrol vehicles billed to the County, per site, pursuant to the Contract.
- f. Provide equipment replacement and/or loaner within 24 hours. If equipment replacements and/or loaners are unavailable, Contractor shall, on the next issued invoice, credit the County for the days the equipment is not supplied at a site location. At no time shall equipment be loaned from one site to another site to provide coverage.
- g. Contractor-owned equipment, and related accessories which are used by security guards and their supervisors to provide services under the Contract, shall be kept clean and maintained according to manufacturer standards. The County reserves the right to inspect such items to ensure they are in proper working order and meet County requirements as described herein.
- h. Contractor shall be responsible for County owned equipment in the event, that items are lost, stolen, or damaged.
- i. All armed security guard equipment, uniforms, and accessories shall be provided by the Contractor.
- j. Contractor shall utilize an electronic check-in/check-out system, in addition to hard copy sign in/sign-out sheets, for security guard(s) and security guard supervisor(s) assigned to work at all locations. The electronic system shall be able to generate a report that shows check in/out times and hours worked. The report shall be used to generate monthly invoices to be submitted to the County along with the hard copy sign-in/sign-out sheets. Contractor shall provide and maintain such electronic system at no cost to County.
- k. Personal Electronic Devices – Except in emergency situations, usage of personnel electronic devices, i.e., cell phones, smart phones, iPads, tablets, small T. V's, by guards or supervisors while on duty is prohibited.

The items listed above shall be included as a portion of the total bill rate indicated in the Attachment E - Cost Sheet. Contractor shall not bill the County separately for these items.

A.5 Patrol Vehicles

Contractor shall provide all patrol vehicles, including bicycles, electric and/or gas carts, or full-size vehicles for use by Contractor's staff. Contractor shall provide 24-hour turnaround time for replacement or loan of all vehicles. If vehicle replacements and/or loaners are unavailable, Contractor shall, on the next issued invoice, credit the County for the days the vehicles are not supplied at a site location. At no time shall vehicles be loaned from one site to another site to provide coverage. Contractor shall be responsible for providing staff training, licensing, insurance, maintenance and depreciation for each vehicle utilized during the course of the Contract.

A.6 County Contact

Contractor shall keep the Sheriff/Coroner/Public Administrator's (Sheriff) Office of County Safety and Security informed as to the name and phone number of the security guard and security guard supervisor assigned to each County location.

A.7 Contractor Guarantee

The Contractor guarantees guard service will be satisfactory to the County, as required in the Contract. If the County is dissatisfied with Contractor's services, the County has the right to terminate the Contract and be relieved of the obligation of continuing with the Contract. The following provisions shall apply to each contract:

1. The following performance-based requirements shall apply to all guards, supervisors, and Account Managers:
 - a. Portfolio Manager will lead all management, supervisory, and support personnel assigned to the San Bernardino County account(s). The portfolio manager must maintain a current membership with ASIS International for the duration of the contract.
 - b. Zero-tolerance policy of violence toward employees and the public, damage to property, sleeping on the job, use of personal electronic devices and use of drugs, alcoholic substance including control narcotics while on duty. In the event a guard, supervisor or Account Manager engages in any of this activity, they shall be immediately removed from providing services under the Contract.
 - c. For conduct that does not fall within the zero tolerance provisions above, including general inappropriate behavior and comments, if two instances of disciplinary action are taken against a guard, supervisor or Account Manager, the guard, supervisor, or Account Manager subject to the disciplinary action shall be removed from performing services under the Contract. No fraternization or harassment against County staff or the public is allowed.
 - d. Any guard or supervisor that has not reported for duty at their assigned site after 3 (three) consecutive occasions, without a prior excused reason, shall not be permitted to provide services under the Contract.

A.8 Quality Control

1. Quality Control Plan - Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event, that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan and submit such updated plan to County Management. The Quality Control Plan shall include, but is not limited to, the following:

- a. Method of monitoring all tasks and services to ensure that Contract requirements are being met. The monitoring system must specify methods for identifying and preventing

deficiencies in the quality of services performed before the level of performance becomes unacceptable; and

- b. Specific activities to be monitored either on scheduled or unscheduled basis; and
 - c. Methods of monitoring to include methods of verifying authenticity of reports and methods to ensure quality of services; and
 - d. Frequency of monitoring; and
 - e. Samples of forms to be used in monitoring; and
 - f. Job title and level of personnel performing monitoring functions (Contractor shall ensure that Contractor Account Manager and/or quality control personnel, and not the security guards, are performing the security quality control services and implementing the Quality Control Plan); and
 - g. Plan for ensuring that services will continue in the event of a natural or manmade disaster or strike of security guards and/or security guard supervisors.
2. **Policies and Procedures** - Contractor shall maintain and update, as necessary, written policies and procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide armed and unarmed security guard services under the Contract. The policies and procedures shall be provided to County immediately upon request.
 3. **Performance Evaluation Meetings** - County and Contractor shall meet, at minimum, quarterly to discuss status of the Contract, new or on-going problems, and other issues. County management reserves the right to schedule additional, or more frequent, meetings if Contractor's quality of performance is not at a level deemed acceptable by the County.

A.9 Hours and Days of Operation Contractor hours of operation will vary by location. The estimated total hours and required guards are set forth on Exhibit B. The location list is subject to change upon the specified needs of each department. Contractor personnel may be required to provide services on County-recognized holidays, and based upon location, may be required to be available 24 hours per day, seven days per week, and 365 days per year (366 days per leap year).

1. **Work Schedules/Deployment** - Contractor shall have discretion over the deployment, and shifts, of security guards and security guard supervisors as long as service levels are met. Contractor shall maintain a continuously updated deployment roster which shall be submitted to the County upon request, and during the quarterly performance evaluation meeting. In the event that the County requires additional service hours, service days due to temporary changes in workload, or other urgent needs of specific location or County Department, Contractor's Account Manager shall work with County Purchasing to develop a plan to meet the new requirements.
2. **Unmanned Post** - Contractor shall provide sufficient security guards and security guard supervisors to ensure there are no unmanned posts at any time, including relief for breaks and meal periods where necessary.
 - a. Posts are to be filled according to the County's staffing plan requirements, as set forth in Exhibit B, unless provided express written consent by County of an exception, modification, or change.
 - b. County shall view any unmanned post as a serious breach of Contract performance. More than three (3) instances of an unmanned post in a singular location within a thirty (30) calendar day period, or three (3) consecutive days of a singular unmanned post, may subject Contractor to possible forfeiture of the post and termination of the Contract.
 - c. Security guards and security guard supervisors shall be responsible for reporting absences to Contractor. Contractor shall report to County management the day before a planned absence or within one (1) hour of a security guard or security guard supervisor work reporting time for unplanned absences. Upon reporting unplanned absences, Contractor shall deploy a

replacement security guard or security guard supervisor (billed at security guard rate if replacing a security guard) to the location immediately to ensure post coverage at all times. If a security guard supervisor, manager or director is deployed for a security guard, they shall stand post until a replacement security guard arrives. The replacement security guard or security guard supervisor shall report between thirty (30) minutes and no longer than one (1) hour from unplanned absence notification.

- d. In the event that a security guard or security guard supervisor must leave during the workday, Contractor shall send a replacement security guard or security guard supervisor between thirty (30) minutes and no longer than one (1) hour of the security guard or security guard supervisor's absence, with the replacement security guard or security guard supervisor completing the remaining work schedule. In the event that a security guard supervisor replaces a security guard, Contractor shall bill the County at the security guard rate. The between thirty (30) minutes to one (1) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement on location immediately upon notice of an unmanned post.

A.10 Security Guard and Security Guard Supervisor Overtime

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime.

1. Contractor shall pay security guards and security guard supervisors (other than those with an alternate work schedule) who have worked in excess of eight (8) hours per day, at the compensation rate of one and a half (1.5) times their hourly labor rate for such work in excess of eight (8) hours per calendar day, or as required by law. Payment for any unspecified overtime shall be the Contractor's responsibility.
 - a. Alternate Work Schedule is defined as an umbrella term for any schedule that deviates from the traditional 40-hr workweek or 8-hour workday.
2. County will not pay overtime for any security guard or security guard supervisor who has worked a full shift at another post and is brought in to cover a County assignment, such as when a security guard has called in sick or to cover an unmanned post.

A.11 Holidays

When twenty-four (24) hour/seven (7) days per week coverage is required at specified locations, Contractor may be required to provide services on County recognized holidays.

1. Contractor will be paid by County at a holiday rate equivalent to the overtime rate of one and a half (1.5) times the hourly labor rate for security guard and security guard supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to security guards and security guard supervisors.
2. Holiday dates shall vary from year to year.

A.12 Pay Differential

When a security guard is asked to work at a County location that is a non-twenty-four (24) and twenty-four (24) hour/seven (7) days per week site. County will pay the following hourly rates as listed in Attachment A Fee Schedule.

1. Graveyard shift is defined as a security guard who works an overnight shift from the hours of 11:00 pm to 8:00 am and will be paid at a fixed hourly graveyard shift rate.
2. Swing shift is defined as a security guard who works a shift during the hours of 3:00 pm to 11:00 pm and will be paid at a fixed hourly swing shift rate.

A.13 Guard Qualification

Each security guard must meet the following minimum standards to qualify:

1. General Criteria - Must be at least 18 years of age for unarmed security and 21 years of age for armed security, with provisions that the candidates must be able to perform the duties required for the position.
2. Citizenship - Must be a citizen of the United States of America or a legal alien in the United States of America.
3. Employment Verification - Must be able to provide references in writing from previous employers substantiating the individual's good character, upon request.
4. Physical Fitness - Must be able to perform, without limitation, the individual's assigned duties.
5. Experience - Must have previous experience or training preparation to perform the job competently and adequately.
6. Registration/Licenses and Certifications - Copies of any certification/completion documents shall be furnished to the County upon request (e.g., CPR, First Aid Cards, etc.).
7. Valid California Driver's License or ID Card - Must continuously maintain a valid driver's license, i.e., be licensed by the State of California to operate a motor vehicle or a valid California ID card (if not driving). Contractor shall monitor security guards safe driving record and may be asked by the County to provide reports upon request.
8. Education - Must be a high school graduate or equivalent and be able to read and write English satisfactorily, understand and carry out oral and written instructions, write accurate and clear reports, and monitor environmental and electronic security systems.
9. Health screening - Must provide Tuberculosis testing, Hepatitis B vaccinations, and health exams for all positions at Arrowhead Regional Medical Center and any other County facilities when required by law.
10. Drug Screening - Must have successfully passed a drug screen examination within six (6) months prior to assignment with the County. The screen must have the ability to detect the use of marijuana, cocaine, heroin, amphetamines, opiates, and benzodiazepines. The County has the right to inspect drug examination results.
11. Criminal History - Must not have been convicted of, pled guilty to, or nolo contendere to a felony or job-related crime for a minimum seven-year period immediately preceding the candidate's date of hire.
 - a. Security guards assigned to San Bernardino County District Attorney's Office (DA), Probation Department (Probation), and Sheriff facilities shall not have been convicted of, pled guilty to, or nolo contendere to a felony or job-related crime in their lifetime; are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact performing the Services under applicable law.
12. Bondable - Must be eligible for a bond.
13. Valid Security Guard License - Must be registered with the California Department of Consumer Affairs (DCA) and California Bureau of Security and Investigative Services as a security guard. Must carry, at all times, the permanent guard registration card issued by the DCA. Temporary guard cards are not acceptable.
14. License of Firearm: Must maintain a valid license to carry a firearm if providing armed guard services.

A.14 Duty and Service of Security Guard

Guards shall provide, but not limited to, the basic duties and services described below:

1. Observe, report, and assist with de-escalation of incidents at all County location sites.
2. Each guard shall conduct him/herself in such a manner as to promote and maintain good public relations.
3. Create and keep accurate and complete written reports and supporting documentation of all unusual and/or important instances and happenings as soon as possible after they occur. (All unusual incident reports will need to be submitted via the County's Automated Incident Report System)
4. Always be alert and continuously operate an effectively organized, and efficiently managed, guard service system.
5. Anticipate criminal acts and take remedial action from discernment of person's conduct. Keep all persons under surveillance:
 - a. Recognize, know, and identify regular County employees.
 - b. Recognize, know, and identify persons from the government and private sectors who repeatedly visit said premises.
 - c. Be mindful of all other persons while they are on said premises.
6. Furnish and maintain accurate written records for the County as provided for herein and as provided in guard manuals.
7. Perform all duties by competent, skilled guards, under capable supervision.
8. Know and abide by all laws pertaining to the herein set forth duties.
9. Meet confrontations; de-escalate commotion and disturbances with firm politeness.
10. Courteously direct and assist the public and others with information and guidance.
11. Notify law enforcement, and assist in the apprehension, of lawbreakers.
12. Except for due politeness, abstain from engaging in any personal familiarities.
13. Assist with performing first aid when needed.
14. Assist with traffic control and issue parking citations as directed by the County.
15. Thoroughly investigate criminal acts coming to the attention of the Contractor and their staff, immediately report the acts to the proper authority, and record the acts in writing in complete detail using the County's Automated Incident Report System within 24 hours of the incident.
16. Be guided by, comply with, and perform security guard services and duties in accordance with company policies, provided by Contractor.
17. Safeguard any entrusted information, including details about barred individuals, post orders, security protocols, etc., ensuring strict confidentiality. Take appropriate action based on the information provided.
18. Report to the proper County authority any disclosure of information concerning an incident, act or threat which is in any way made known to a guard.
19. Investigate, pursue, and diligently endeavor to establish definite identification of persons on County premises who commit personal injury, theft, arson, sabotage, vandalism, malicious mischief, defacement, or any other illegal act.

20. Comply with all County policies and applicable laws relating to sexual harassment, workplace violence, and non-discrimination.

A.15 Training Requirements

Effective security requires security guards to be familiar with all aspects of a facility's security system for assessing and containing potential threats. Security guards are required to be well versed in all levels of emergency procedures and to ensure that emergency procedures can be implemented successfully. Therefore, security guards must be thoroughly screened and trained. All training courses need to meet ASIS International Guidelines. Security guards must pass all necessary training for the level hired or they shall not work until training is completed. A training certificate for each level guard must be provided to the site manager at the date of hire. Training shall include, but is not limited to, the following:

1. **Level 1 Guard (Trainings include, but are not limited to)**

Nature and Role of Private Security Officers

- a. Security Awareness
- b. Legal Aspects of Private Security
- c. Security Officer Conduct
 - i. Observation and Incident Reporting
 - ii. Principles of Communications
 - iii. Principles of Access Control
 - iv. Principles of Safeguarding Information
 - v. Crowd Control
 - vi. Traffic Control and Parking Lot Security
 - vii. Basic Computer Skills

2. **Level 2 Guard (Requires the completion of Level 1 Guard Training)**

- a. Crisis Management
- b. General Defensive Training
- c. Emergency Response Procedures
- d. Training in Incident Command System (ICS), National Incident Management System (NIMS), and the National Response Framework (NRF)
- e. Critical Incident Response (e.g., natural disasters, accidents, human caused events)
- f. Evacuation Processes
- g. Disaster Preparedness
- h. Life Safety Awareness
 - i. Safety Hazards in the Workplace/Surroundings
 - ii. Emergency Equipment Placement
 - iii. Fire Prevention Skills
 - iv. Hazardous Materials and Right-To-Know law
 - v. Occupational Safety and Health Requirement
 - a. Workplace Violence
 - b. Procedures for First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillators (AEDs).

3. **Armed Officers (Requires the completion of Level 1 and Level 2 Guard Training)**

- a. Firearms Training (if applicable)
 - i. Pre-Assignment Training
 - ii. Post-Assignment Training
 - iii. Annual Training

4. **Lobby Ambassador**

The Lobby Ambassador plays a key role in the day-to-day operation and hospitality of the "Super Block" buildings and helps to ensure a positive guest and employee experience. The County Superblock is defined as follows: West border is Arrowhead

Avenue, North border is Fifth Street, East border is Sierra Way and South border is Third Street in the City of San Bernardino. Within the Superblock there are ten (10) County buildings and eight (8) parking lots.

This is a highly visible position that suits outgoing and personable individuals who enjoy interacting with people on a day-to-day basis and providing engaging, sincere, personalized service that provides a welcoming first experience at all County Government Center buildings. Lobby Ambassadors shall:

- a. Be professional, friendly, and energetic personnel who greet all who visit and work there. Handling phone calls, supervisory skills, and administrative duties shall also be a part of this role.
- b. Possess the ability to function socially; interact and communicate with guests and employees; not be afraid to engage; clearly communicate and be understood; have a personality that is welcoming, polite, helpful, and be willing to assist guests and employees whenever possible within reason; and the ability to show empathy when a guest or employee are experiencing difficulties, demonstrating care and a willingness to help.
- c. Possess an inherent desire to create a world-class customer experience, be agile, aware, and able to quickly transition to assist in the face of an emergency.
- d. Provide hospitality and security; take ownership of the lobby by greeting and assisting all guests and employees and monitor safety and security concerns to provide a welcoming environment.
- e. Implement established security policies and procedures regarding arriving and departing guests, employees, contractors, delivery persons, etc.
- f. Communicate clearly, concisely, and courteously with clients, guests, and employees.
- g. Meet and exceed exceptional grooming standards.
- h. Possess exceptional verbal and written communication skills and excellent customer service skills with a 'can-do' attitude.
- i. Possess the ability to work effectively as an individual and within a team environment.
- j. Remain calm, cool, collected, and in control at all times, especially in the event of major security related issues and emergencies.
- k. The Lobby Ambassador shall be responsible for the following:
 - i. Providing security services at assigned locations; and
 - ii. Foot patrol of interior and exterior areas of assigned locations; and
 - iii. Reporting suspicious activities and persons, writing detailed narrative reports, maintaining daily activity reports (DARs), enforcing rules, regulations, policies, procedures, and responding to emergency situations requiring security assistance; and
 - iv. Accessing control through an admittance process; and
 - v. Assisting visitors gain entry to the facility when required; and
 - vi. Screening visitors and client employees in an effective manner to expedite their admittance to the site or facility; and
 - vii. Checking for unsafe conditions, hazards, unlocked doors, security violations, blocked ingress and egress, mechanical problems, and unauthorized persons; and
 - viii. Inspecting buildings and grounds using appropriate assigned equipment; and
 - ix. Use of an exterior patrol tracking system that requires the patrolling Guard to physically/electronically check in to verify patrol.
 - x. Operating and monitoring video surveillance systems; and
 - xi. Utilizing and implementing the Front Desk Procedures Manual including the Shift Inventory Log and Pass-On Log; and
 - xii. Periodically and regularly observing building activity as captured by surveillance cameras and displayed on security monitors; reporting

suspicious or abnormal activities to Action Staff, management, building security, or law enforcement, as appropriate; preparing detailed documentation of incidents according to established procedures.

- I. Additional Lobby Ambassador Requirements:
 - i. Attire shall include navy sports coat, powder long blue sleeve dress shirt, black dress slacks, black shoes.
 - ii. A tie may be required to be worn on days when Board of Supervisor's meetings are held, or other high-profile days.
 - iii. Armed with a firearm and hold a BSIS Guard Card, Firearms Permit, First Aid, CPR and AED Certificates.
 - iv. Live Scan security clearance is required prior to employment.
 - v. Shall have the required training of all levels of security officers listed above (Level 1, Level 2, and Level 3).
 - vi. Shall possess 3-5 years of Lobby Ambassador or public contact experience.
 - vii. Shall coordinate security for Government Center Super Block.
 - viii. Shall coordinate with County staff on special events and meetings.
 - ix. Three (3) Lobby Ambassadors are required (backup may be the armed desk guard)
 - x. Act as a security lead at the Government Center in the absence of a supervisor.

A.16 Uniform Requirements

At all times, guards shall wear Contractor's complete uniform which has been approved by the appropriate local law enforcement agency and approved by the County. All uniform markings, patches, and colors shall be distinctive from uniforms worn by local law enforcement personnel. All uniforms shall have high visibility and be bright in color.

1. All uniforms and equipment shall be provided to guards without direct expense to the County or expense to the individual guard.
2. Guards may wear company hats only when outdoors; badges, company designation patches and name tags shall be worn at all times.
3. Guards shall keep their uniforms in good condition, free from tears, cleaned, and pressed.
4. The uniform shall be tailored to properly fit the security guard.
5. Jackets, windbreakers, or sweaters are allowed, provided the outermost garment contains the Contractor's identification and the colors are consistent with the uniforms.
6. Skirts are not permitted.
7. Footwear shall be black closed-toed shoes or boots.
8. Leather gear, shoes, and metal equipment shall be clean and polished.
9. All assigned equipment shall be furnished by the guard while on duty.

A.16 Screening

The County reserves the right to bar from assignment, by written or verbal notice to the Contractor, any and all guards it deems unfit for duty or as deemed in the best interest of the County.

A.17 Firearms

1. Armed guards shall carry firearms in the performance of their duties at all facilities requiring armed guard services. Non-lethal weapons must be approved by County prior to deployment.
2. Unarmed guards shall be without firearms in the performance of their duties at all facilities requiring unarmed guard services.

A.18 Security Measures

1. Security

The Contractor is advised that failure to fully comply with the security requirements of the Contract shall result in the termination of the Contract for default.

- a. County shall have the sole discretion to determine the security acceptability of all Contractor's personnel at any time during the Contract period. Note: Children are not allowed to accompany any guard or supervisor who has been cleared to enter facilities.
- b. Acceptability shall be determined by:
 1. Background investigation
 2. The County's previous experience with the individual (if applicable).
 3. Performance in providing services under the contract.
- c. Only those individuals who have been determined acceptable, possess a current guard card, have received their Contractor-issued Identification (ID) cards, and who have been designated by the Contractor, shall be allowed to provide services under the Contract.
- d. The misuse of any Contractor issued ID cards, Access Control Card, keys, or alarm codes by the Contractor, or any Contractor employees, shall be considered a failure to fully comply with the security requirements of the Contract and shall be considered grounds for termination of the Contract.
- e. County may request at any time the removal of any Contractor employees if it is in the best interest of the County to do so. Any such request will result in immediate removal of the employees.

2. Background Investigation

- a. At Contractor's sole expense, all personnel performing work on behalf of the Contractor under the Contract shall undergo and pass, to the satisfaction of the County, a thorough background investigation as a condition of providing services and prior to being authorized access to any County facility. Background investigations shall include, but are not limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice and the Federal Bureau of Investigation, Live Scan, driving records, background questionnaire, and photographs. The Contractor shall only be notified of the final security determination of its personnel. Specific details shall remain confidential and will not be provided to the Contractor or subcontractor(s).
- b. Contractor shall request the following documents from each person requiring a background investigation:
 - i. A clean, legible copy of a Social Security Card or Social Security Administration abstract; and
 - ii. A clean, legible copy of a Driver's License, or State-issued Identification Card; and
 - iii. Either a Resident Alien Card and/or documentation with a valid form of picture identification indicating that proposed guard is authorized to be lawfully employed in the United States, for employees who are not citizens of the United States.

- c. In the case of selected departments including, but not limited to, the District Attorney (DA), Sheriff, Probation, and the Department of Behavioral Health, an independent background shall be completed by the department at the Contractor's sole expense.
- d. Sheriff – Contractor's personnel must complete Live Scan fingerprinting services at Sheriff's Headquarters located at 655 East Third Street, San Bernardino, California, 92415. Upon Contractor's personnel, subcontractors, or agents failing a background investigation, Sheriff will request that the individual be removed from performing work at Sheriff facilities at any time during the Contract (Sheriff Facility Only).
- e. Children and Family Services (CFS) - Requires CACI background check criteria elements be inclusive in any background check.
- f. Upon request, the Sheriff's Office of County Safety and Security and/or DA shall be provided with the results of the background investigation prior to any employee of Contractor being authorized access to County facilities.

3. Keys for County Facilities

- a. Keys and access cards to County facilities are to be used for the sole purpose of providing Contractor's staff access to the facilities for the performance of contracted services only.
- b. Contractor shall be issued a set of keys and/or access cards and shall assume all responsibilities for the use and return of the keys and access cards.
- c. All keys and access cards issued to the Contractor shall remain the property of the County and shall be returned upon demand or at the termination/expiration of the contract. The Contractor shall be assessed one hundred dollars (\$100.00 USD) for each key and access card not returned and may be further assessed the actual cost to re-key the facility key system(s).
- d. If any keys or access cards are lost or stolen, the Contractor shall notify the building site contacts and the Sheriff's Office of County Safety and Security via phone or email within 24 hours of the loss, identifying the facility for which the keys or access cards were lost and submit a report via the County's Automated Incident Report System detailing who lost the keys, where they were lost, date and time loss was discovered, and what actions the Contractor has taken to prevent future losses. The Contractor is advised that the loss of some specialized keys may entail the re-keying of several facilities or facility at the Contractor's sole expense.
- e. Unauthorized duplication of keys to County facilities is a misdemeanor under Chapter 3, CA Penal Code § 469 (2019)CA Penal Code § 469 (2019)

4. Alarm Systems

- a. The County has alarm systems in numerous facilities. In some instances, there are multiple systems within a facility. The Contractor shall be issued alarm codes for each site and be instructed in the correct operation of the system. It is imperative that the individual operating the alarm system be fluent in English. In the event of a life-threatening emergency the Contractor shall instruct staff to use the Standard Operating Procedures for emergency response -- CALL 911.
- b. False Alarms: Failure to operate the alarm system correctly may result in a false alarm. The Contractor shall be responsible for all costs associated with false alarms.

A.19 Price Guarantee Escalation

All prices will be considered firm for the entire period of the contract. No price increases for any reason shall be granted unless approved by the board.

A.20 Billing

In addition to the provisions specified in **F. Fiscal Provisions**, Contractor shall invoice the County based on the following requirements:

Each invoice shall have attached consolidated certified time sheet(s) or invoice summary sheet(s) showing exact amounts of daily times each security guard worked. Consolidated certified time sheet(s) or invoice summary sheet(s) shall include, but not be limited to, the following:

- a. Prices for services and/or equipment showing unit cost and extended cost; and
- b. Total quantity of hours worked for guard service by service location and/or total quantity of equipment utilized; and
- c. Employee hours, start time, and end time; and
- d. Employee name and identification.

Contractor invoice(s) shall include, but not be limited to, the following:

- a. Contractor name and address; and
- b. Invoice number and date; and
- c. Payment terms; and
- d. Start and end dates of billing cycle; and
- e. Facility (location) name and address as described in the Request Guard Services (RGS) document (this information indicates where the service was provided); and
- f. Unit price for services and/or equipment listed and totaled; and
- g. Total quantity of hours worked for guard service and/or total quantity of equipment utilized.
 - i. Request Guard Services (RGS) document Number - Each invoice shall indicate a corresponding full RGS number. Invoices without the full RGS number will be considered invalid and incomplete. Such invoices shall be returned to the Contractor for correction.
 - ii. Invoice Description - Contractor's invoice line-item description shall match the RGS line-item description exactly. Invoices that do not match the description of the RGS will be considered invalid and incomplete. Such invoices shall be returned to the Contractor for correction.
 - iii. Facility (Location) Name and Address – Facility name and address shall be included on each invoice and shall exactly match the facility and address of the corresponding RGS document.
 - iv. Invoice Billing Cycle - Invoice billing cycle shall start on the first day of the month and end the last day of the month.
 - v. Invoice Delivery Time - Invoices must be electronically delivered to the County within fifteen (15) calendar days from end of the previous month's billing cycle.
 - vi. Disputed Invoices - When the County makes a request via email for an invoice correction, the request shall be sent to the Portfolio Manager. The Contractor shall provide acknowledgment via email within forty-eight (48) hours of the email request that they have received the email request of the invoice dispute from the County. Invoice correction(s) shall be made within seven (7) calendar days of the email request by the County.
 - vii. Outstanding Invoices - Any invoice that is submitted to the County that is ninety (90) or more calendar days after the end of the billing cycle shall be considered permanently "written off" by Contractor (zero balance due to Contractor).

County shall not be obligated to pay any invoices that are submitted ninety (90) or more calendar days after the end of the billing cycle. This would not apply in the event there are circumstances beyond the Contractor's control which delayed the invoice or consideration of the invoice.

- viii. Revised Invoices - Any invoice that is corrected or revised must use the original invoice number or ID when resubmitting to the County. A notation such as "corrected invoice" or "revised invoice" must be described on the corrected or revised invoice, but the original invoice number or ID must remain the same.

Operation Issues

- a. Absent guard or supervisor without reasonable excuse such as accident, illness or emergency situation.
- b. Failure to replace a Guard or Supervisor within one (1) hour.
- c. Guards or supervisors being Out-of-Uniform and/or exhibiting prohibited items while in full uniform.
- d. Usage of personal electronic devices by guards or supervisors while on duty except in emergency situations.
- e. Sitting in personal vehicles by guards or supervisors unless otherwise stated in post orders.
- f. Sleeping while on duty.
- g. Failure to follow Post Orders.
- h. Failure to provide updated Post Orders quarterly and in Microsoft Word format.
- i. Supervision being out of compliance as it relates to (see Section A.3).
- j. Supervision Requirements (see Section A.3).

Invoice Issues

- a. Contractor fails to acknowledge via email the County's email request for a disputed invoice within forty-eight (48) hours of the initial email request from the County. A penalty is assessed to the Contractor per email request.
- b. Contractor fails to correct invoice within seven (7) calendar days from the time the County first makes the request (via email) on a disputed invoice. A penalty is assessed to the Contractor per disputed invoice.
- c. Contractor fails to include on each invoice the corresponding full Request Guard Services (RGS) document number. A penalty is assessed to the Contractor based on the language stipulated in Sections a. and b.
- d. Contractor fails to include on each invoice the exact matching facility (location) name and address as described from the corresponding Request Guest Services (RGS) document. A penalty is assessed to the Contractor based on the language stipulated in Section c.

B. RESERVED

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Director of Purchasing* of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

The County will allot the Contractor a request for review of any alleged violation, to address the underlying circumstances of the alleged violation and any alleged penalty. The Contractor will have three (3) business days to request a review from the date of notice of violation. This review process will be an alternative to a cure period. The County will designate a person or small committee to consider any such review. The result of any such review will be to set aside the violation as unfounded, find the violation to be minor and impose no fine, or work on a cure period to avoid further violations in the future.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate

Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense

of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor, shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict-of-interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also

reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 RESERVED

C.45 RESERVED

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 RESERVED

C. 48 RESERVED

C.49 RESERVED

C. 50 RESERVED

C. 51 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of:

(1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.52 RESERVED

D. TERM OF CONTRACT

This Contract is effective as of March 01, 2024, and expires February 28, 2027, with two (2) additional one (1) year options to extend but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

- E.1** The County agrees that its officials and employees will cooperate with and assist representatives of the Contractor in every reasonable way to enable Contractor to secure all information and data required to perform the services herein provided for.
- E.2** County will monitor the security program through the Sheriff's Office of County Safety and Security, place orders for security guards with Contractor, provide instructions and requirements for each security post at the time an order is initiated, and review bills to pay Contractor for services rendered in a timely manner.
- E.3** County shall provide keys, access control cards, and alarms codes to County facilities for the purpose of providing access to Contractor's employees, as needed, to perform contracted duties.

F. FISCAL PROVISIONS

- F.1** Contractor shall be compensated in accordance with Attachment A. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.2** Contractor shall bill each individual County department for which services were provided at the end of each month. Individual invoices shall be provided for each location. Each invoice shall have attached a consolidated certified time sheet(s) showing exact amounts of daily times each Guard Service person worked. Contractor invoice(s) and supporting documentation shall contain the below listed information:

Each invoice shall have attached consolidated certified time sheet(s) or invoice summary sheet(s) showing exact amounts of daily times each security guard worked.

Consolidated certified time sheet(s) or invoice summary sheet(s) shall include, but not be limited to, the following:

- a. Prices for services and/or equipment showing unit cost and extended cost; and

- b. Total quantity of hours worked for guard service by service location and/or total quantity of equipment utilized; and
- c. Employee hours, start time, and end time; and
- d. Employee name and identification.

Contractor invoice(s) shall include, but not be limited to, the following:

- e. Contractor name and address; and
- f. Invoice number and date; and
- g. Payment terms; and
- h. Start and end dates of billing cycle; and
- i. Facility (location) name and address as described in the Request Guard Services (RGS) document (this information indicates where the service was provided); and
- j. Unit price for services and/or equipment listed and totaled; and
- k. Total quantity of hours worked for guard service and/or total quantity of equipment utilized.
- l. Request Guard Services (RGS) document Number - Each invoice shall indicate a corresponding full RGS number. Invoices without the full RGS number will be considered invalid and incomplete. Such invoices shall be returned to the Contractor for correction.
- m. Invoice Description - Contractor's invoice line-item description shall match the RGS line-item description exactly. Invoices that do not match the description of the RGS will be considered invalid and incomplete. Such invoices shall be returned to the Contractor for correction.
- n. Facility (Location) Name and Address - Facility name and address shall be included on each invoice and shall exactly match the facility and address of the corresponding RGS document.
- o. Invoice Billing Cycle - Invoice billing cycle shall start the first day of the month and end the last day of the month.
- p. Invoice Delivery Time - Invoices must be electronically delivered to the County within fifteen (15) calendar days from end of the previous month's billing cycle.
- q. Disputed Invoices - When the County makes a request via email for an invoice correction, the request shall be sent to the Portfolio Manager. The Contractor shall provide acknowledgment via email within forty-eight (48) hours of the email request that they have received the email request of the invoice dispute from the County. Invoice correction(s) shall be made within seven (7) calendar days of the email request by the County.
- r. Outstanding Invoices - Any invoice that is submitted to the County that is ninety (90) or more calendar days after the end of the billing cycle shall be considered permanently "written off" by Contractor (zero balance due to Contractor). County shall not be obligated to pay any invoices that are submitted ninety (90) or more calendar days after the end of the billing cycle.
- s. Revised Invoices - Any invoice that is corrected or revised must use the original invoice number or ID when resubmitting to the County. A notation such as "corrected invoice" or "revised invoice" must be described on the corrected or revised invoice, but the original invoice number or ID must remain the same.

F.3 Payment of undisputed invoices shall be made within Net Sixty (60) days of invoice receipt.

F.4 Contractor shall be responsible for providing complete and accurate billing and contact information to the County.

- F.5** Contractor shall bill each department according to the items ordered and service provided as requested by the County. Any invoice with charges for guard service or equipment not requested will be corrected within seven (7) calendar days of the County's dispute of the invoice (via email) or the County will short pay what is owed to the Contractor.
- F.6** The billing may be audited by the County at any time. County will notify Contractor via email of any billing error(s) or invoice dispute(s). Invoice correction(s) will be made within seven (7) calendar days of initial County email notification of billing error or invoice dispute. In some cases, credits may be issued by the Contractor.
- F.7** Contractor shall provide an automated system to keep real time accountability of security officers reporting to each site, for verification in payment processing.
- F.8** Any service requests that are not included in the Contract will be denied, unless approved and authorized by the Purchasing Department in writing. A revised contract will be provided to the Contractor if approved by the County's Board of Supervisors.
- F.9** In the event of non-compliance under the Contract and at the discretion of the County, an amount up to seventy-five dollars (\$75.00) per violation proportionate to the violation, shall be assessed for liquidated damages for each of the following actions and/or scenarios when reported within seven (7) calendar days of the violation after a cure period (a minimum of 10 days for minor violations and 30 days for major violations):
- F.10** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.11** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.12** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.13** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$5,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

G.11.6 **RESERVED**

G.11.7 **RESERVED**

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and

evaluation of this Contract and comply with any and all reporting requirements established by the County.

- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County (a minimum of 10 days for minor violations and 30 days for major violations); and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*County of San Bernardino
Purchasing Department
Pete Mendoza, Director
777 East Rialto Avenue
San Bernardino, CA 92415-0760*

*American Guard Services Inc.
1125 W. 190th St.
Gardena, Ca. 90248*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile,

PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 06 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

B
y Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



American Guard Services, Inc.

(Print or type name of corporation, company, contractor, etc.)

B
y [Signature]
(Authorized signature - sign in blue ink)

Name Gerald A. Gregory
(Print or type name of person signing contract)

Title Executive Vice President
(Print or Type)

Dated: 12/14/2023

Address 1125 W. 190th St,
Los Angeles, CA 90248

FOR COUNTY USE ONLY

Approved as to Legal Form
► [Signature]
County Counsel
Date 1/11/24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► [Signature]
Pete Mendoza, Director Purchasing
Date 1/11/24

ATTACHMENT A PRICING

Year 1

Effective March 1, 2024, through February 28, 2025

ITEM #	Position	Unit	Bill Rate	Pay Rate
1	Supervisor	Per Hour	\$36.23	\$22.00
2	OT Rate Supervisor	Per Hour	\$54.34	\$33.00
3	Swing shifts Pay Differential	Per Hour	\$36.73	\$22.50
4	Graveyard Pay Differential	Per Hour	\$37.23	\$23.00
5	Armed Guard (Level 3)	Per Hour	\$34.15	\$21.00
6	OT Rate Armed Guard (Level 3)	Per Hour	\$51.21	\$31.50
7	Swing shifts Pay Differential	Per Hour	\$34.75	\$21.50
8	Graveyard Pay Differential	Per Hour	\$35.15	\$22.00
9	Level 2 Guard	Per Hour	\$31.73	\$20.00
10	OT Rate Level 2 Guard	Per Hour	\$47.60	\$30.00
11	Swing shifts Pay Differential	Per Hour	\$32.23	\$20.50
12	Graveyard Pay Differential	Per Hour	\$32.73	\$21.00
13	Level 1 Guard	Per Hour	\$30.12	\$19.00
14	OT Rate Level 1 Guard	Per Hour	\$45.18	\$28.50
15	Swing shifts Pay Differential	Per Hour	\$30.62	\$19.50
16	Graveyard Pay Differential	Per Hour	\$31.12	\$20.00
17	Lobby Ambassador	Per Hour	\$38.97	\$24.00
18	OT Lobby Ambassador	Per Hour	\$58.46	\$36.00
19	Swing shifts Pay Differential	Per Hour	\$39.47	\$24.50
20	Graveyard Pay Differential	Per Hour	\$39.97	\$25.00
21	Marked Vehicle	Per Day	\$70.00	
22	Marked Vehicle	Per Month	\$1,558.07	
23	Cell Phone	Per Day	\$4.95	
24	Cell Phone	Per Month	\$75.67	
25	Two Way Radio	Per Day	\$4.39	
26	Two Way Radio	Per Month	\$53.35	
27	Electric Golf Carts	Per Day	\$27.11	
28	Electric Golf Carts	Per Month	\$539.00	
29	Gas Golf Carts	Per Day	\$35.35	
30	Gas Golf Carts	Per Month	\$684.73	
31	Bicycle	Per Day	\$11.55	
32	Bicycle	Per Month	\$124.67	

ATTACHMENT A PRICING

Year 2

Effective March 1, 2025, through February 28, 2026

ITEM #	Position	Unit	Bill Rate	Pay Rate
1	Supervisor	Per Hour	\$37.54	\$23.98
2	OT Rate Supervisor	Per Hour	\$55.33	\$35.97
3	Swing shifts Pay Differential	Per Hour	\$38.04	\$24.48
4	Graveyard Pay Differential	Per Hour	\$38.54	\$24.98
5	Armed Guard (Level 3)	Per Hour	\$35.41	\$22.35
6	OT Rate Armed Guard (Level 3)	Per Hour	\$53.12	\$33.53
7	Swing shifts Pay Differential	Per Hour	\$35.91	\$22.85
8	Graveyard Pay Differential	Per Hour	\$36.41	\$23.35
9	Level 2 Guard	Per Hour	\$32.98	\$20.74
10	OT Rate Level 2 Guard	Per Hour	\$49.47	\$31.11
11	Swing shifts Pay Differential	Per Hour	\$33.48	\$21.24
12	Graveyard Pay Differential	Per Hour	\$33.98	\$21.74
13	Level 1 Guard	Per Hour	\$31.34	\$19.73
14	OT Rate Level 1 Guard	Per Hour	\$47.01	\$29.59
15	Swing shifts Pay Differential	Per Hour	\$31.84	\$20.23
16	Graveyard Pay Differential	Per Hour	\$32.34	\$20.73
17	Lobby Ambassador	Per Hour	\$40.70	\$24.99
18	OT Lobby Ambassador	Per Hour	\$61.05	\$37.48
19	Swing shifts Pay Differential	Per Hour	\$41.20	\$25.49
20	Graveyard Pay Differential	Per Hour	\$41.70	\$25.99
21	Marked Vehicle	Per Day	\$70.66	
22	Marked Vehicle	Per Month	\$1,573.52	
23	Cell Phone	Per Day	\$4.96	
24	Cell Phone	Per Month	\$76.40	
25	Two Way Radio	Per Day	\$4.39	
26	Two Way Radio	Per Month	\$53.67	
27	Electric Golf Carts	Per Day	\$27.19	
28	Electric Golf Carts	Per Month	\$543.60	
29	Gas Golf Carts	Per Day	\$35.46	
30	Gas Golf Carts	Per Month	\$689.99	
31	Bicycle	Per Day	\$11.57	
32	Bicycle	Per Month	\$124.87	

ATTACHMENT A PRICING

Year 3

Effective March 1, 2026, through February 28, 2027

ITEM #	Position	Unit	Bill Rate	Pay Rate
1	Supervisor	Per Hour	\$38.88	\$24.77
2	OT Rate Supervisor	Per Hour	\$58.32	\$37.16
3	Swing shifts Pay Differential	Per Hour	\$39.38	\$25.27
4	Graveyard Pay Differential	Per Hour	\$39.88	\$25.77
5	Armed Guard (Level 3)	Per Hour	\$36.71	\$23.11
6	OT Rate Armed Guard (Level 3)	Per Hour	\$58.23	\$34.67
7	Swing shifts Pay Differential	Per Hour	\$37.21	\$23.61
8	Graveyard Pay Differential	Per Hour	\$37.71	\$24.11
9	Level 2 Guard	Per Hour	\$34.27	\$21.49
10	OT Rate Level 2 Guard	Per Hour	\$51.41	\$32.24
11	Swing shifts Pay Differential	Per Hour	\$34.77	\$21.99
12	Graveyard Pay Differential	Per Hour	\$35.27	\$22.49
13	Level 1 Guard	Per Hour	\$32.59	\$20.46
14	OT Rate Level 1 Guard	Per Hour	\$48.89	\$30.69
15	Swing shifts Pay Differential	Per Hour	\$33.09	\$20.96
16	Graveyard Pay Differential	Per Hour	\$33.59	\$21.46
17	Lobby Ambassador	Per Hour	\$41.27	\$25.78
18	OT Lobby Ambassador	Per Hour	\$61.90	\$38.67
19	Swing shifts Pay Differential	Per Hour	\$41.77	\$26.28
20	Graveyard Pay Differential	Per Hour	\$42.27	\$26.78
21	Marked Vehicle	Per Day	\$71.33	\$24.77
22	Marked Vehicle	Per Month	\$1,613.40	
23	Cell Phone	Per Day	\$4.97	
24	Cell Phone	Per Month	\$77.94	
25	Two Way Radio	Per Day	\$4.40	
26	Two Way Radio	Per Month	\$54.98	
27	Electric Golf Carts	Per Day	\$27.68	
28	Electric Golf Carts	Per Month	\$552.15	
29	Gas Golf Carts	Per Day	\$35.97	
30	Gas Golf Carts	Per Month	\$699.31	
31	Bicycle	Per Day	\$11.98	
32	Bicycle	Per Month	\$130.07	



ATTACHMENT C Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: American Guard Services, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Sherine Assal and Sherif Assal
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.