

## SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and UNIVERSAL PROTECTION SERVICE, LP dba ALLIED UNIVERSAL SECURITY SERVICES (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: REQUIREMENTS CONTRACT FOR CITYWIDE SECURITY SERVICES (Request for Proposals No. 9686) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of THREE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,350,000.00), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION.

To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses

resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in a accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

## 5. INSURANCE.

III. General Conditions, Section 7, MINIMUM LIMITS is amended to remove the following: "However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured."

MINIMUM LIMITS OF INSURANCE is amended as follows:

### 1.COMMERCIAL GENERAL LIABILITY

\$20,000,000 per occurrence for bodily injury and property damage;  
 \$20,000,000 per occurrence for personal and advertising injury;  
 \$20,000,000 aggregate for products and completed operations; and,  
 \$20,000,000 general aggregate applying separately to the work performed under the Agreement.

### 2. COMMERCIAL AUTOMOBILE LIABILITY

\$5,000,000 per accident for bodily injury and property damage.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS (v) "If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR." is removed.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ MELISSA PERALES, Purchasing Manager</p> <p>APPROVED AS TO FORM:</p> <p>City Attorney Signed by: _____ By: <u>Christine Charvillat</u> 4/18/2025 66086C14193B4F5... Date Asst./Sup./Sr. Deputy City Attorney</p> <p>ATTEST: TODD STERMER, CMC City Clerk</p> <p>By: _____ Date Deputy</p>	<p>UNIVERSAL PROTECTION SERVICE, LP dba ALLIED UNIVERSAL SECURITY SERVICES</p> <p>Signed by: _____ By: <u>Courtney White</u> 4/17/2025 BA5A21F884F7497...</p> <p>Name: <u>Courtney white</u></p> <p>Title: <u>Regional Vice President</u> (If corporation or LLC., Board Chair, Pres. or Vice Pres.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY: _____</p>
<p>Addresses: CITY: City of Fresno Attention: Melissa Perales Purchasing Manager 2101 G Street, Bldg. A Fresno, CA 93706 Telephone: (559) 621-1157 E-Mail: Melissa.Perales@fresno.gov</p>	<p>CONTRACTOR: Universal Protection Service, LP dba Allied Universal Security Services Attention: Erik Homan Government Business Development Manager 4672 W. Jennifer Ave. #101 Fresno, CA 93704 Telephone: (831) 682-3335 E-Mail: Erik.Homan@aus.com</p>

Attachments:  
Exhibit A – RFP No. 9686 Specifications  
Exhibit B – Proposal Submission

# **EXHIBIT A**

RFP No. 9686 Specifications





Request for Proposals (RFP)  
Requirements Contract for Citywide Security Services  
RFP No. 9686

**Proposal Submission Deadline: Tuesday, October 22, 2024**

Purchasing Division Contact: Dyan Ayala, Procurement Specialist  
Email: [Dyan.Ayala@fresno.gov](mailto:Dyan.Ayala@fresno.gov)  
Phone: (559) 621-1169 or (559) 621-1332

City of Fresno  
Proposal Specifications

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## I – INTRODUCTION

Requirements Contract for Citywide Security Services  
RFP No. 9686

## NOTICE INVITING PROPOSALS

Electronic proposals will be received by the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

### **Requirements Contract for Citywide Security Services** Request for Proposals No. 9686

The City of Fresno is soliciting proposals to provide security services citywide. This request is for a one-year contract with four (4) possible one-year extensions.

The RFP forms, Instructions to Proposers, copies of plans and/or specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: <http://www.fresno.gov>, "*Business*", "*Doing Business*", "*Bid Opportunities*".

### **Proposals must be submitted electronically via Planet Bids.**

**Proposals are to be submitted electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, October 22, 2024, at which time they will be publicly opened and recorded. Join the bid opening meeting at <https://zoom.us/j/92047244398> or call (669) 900-9128, meeting ID 920 4724 4398.**

All proposals must be made on the proposal forms provided by the Purchasing Manager and must be accompanied by a deposit in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected. Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at **10:00am on Tuesday, October 1, 2024**. Join the meeting by going to <https://fresno-gov.zoom.us/j/99160644876> or call 1-669-900-9128, Meeting ID: 991 6064 4876. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist listed on the cover at 559-621-1169 or [Dyan.Ayala@fresno.gov](mailto:Dyan.Ayala@fresno.gov).

The City of Fresno reserves the right to reject any and all proposals.

## INSTRUCTIONS TO PROPOSERS

### General

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and filed electronically via Planet Bids on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.
2. No proposal will be considered for award unless the Proposer has complied with the following:  
Proposers must submit a deposit in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.
3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$100,000, shall be subject to the approval of the City Council.
4. The City reserves the right to reject any and all proposals.

### Submittal of Proposal

5. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.
6. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.
7. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.
8. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

## **ACH Electronic Payment**

9. Proposer shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the proposer shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The proposer shall comply with the Controller's procedures to authorize electronic payments. Proposer acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

## **Americans with Disabilities Act**

10. Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require Proposer to comply with these accessibility requirements if they are awarded a contract.

## **Public Records**

11. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award.

## **Selection Process and Evaluation Criteria**

### 12. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may not be considered for award and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Cost** as shown on the Cost Proposal Worksheet.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on references and experience.



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- d. **Conformance** to the terms and conditions of the RFP.
- e. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

- 13. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.
- 14. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project, in the City's sole discretion.
- 15. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

### **Time to Award**

- 16. The Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

### **Contract Documents**

- 17. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2101 G Street, Bldg. A, Fresno, CA 93706 within 15 calendar days (except in the event in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to award to the next proposer offering the next best value to the City.

### **Questions, Clarifications, and Concerns**

- 18. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the Procurement Specialist of the Purchasing Division (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Procurement Specialist of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or designee.

### **Contacts with City Staff**

19. Before an award is made, any contact with City staff, other than the Purchasing Manager or designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

### **Regulated Communications in City Procurement Process Ordinance**

20. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov> "Departments", "City Clerk," and "Fresno Municipal Code and City Charter." Or view the Fresno Municipal Code directly at:

[https://library.municode.com/ca/fresno/codes/code\\_of\\_ordinances?nodeId=MUCOFR\\_CH4CIP\\_UCOSA\\_ART6RECOELOFPRPR](https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH4CIP_UCOSA_ART6RECOELOFPRPR)

### **Notification of Staff Determination**

21. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website <http://www.fresno.gov>, "Departments", "General Services," "Purchasing," and "Anticipated Formal Bid Award." It is the sole responsibility of interested Proposers to seek this information.

Proposers will be given an opportunity to submit, in writing, within 5 days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within 5 days. If no action is taken within such 5 days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

### **Debarment**

22. A Proposer may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may

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be permanent depending on the violation. A Proposer may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

**Outreach to Small Business Enterprises in Subcontracting**

23. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices.

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## II – PROPOSAL AND CONTRACT DOCUMENTS

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

### Check List

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If the documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

1. **Cover Letter**, including company name, address, contact name, phone number and fax number.
2. **Proposal Deposit** in the form of:
 

<input type="checkbox"/> Certified Check	<input type="checkbox"/> Proposer's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond
3. **Business Location and License**
4. **Cost Proposal**
5. **Proposer Questionnaire**
6. **References**
7. **Acceptance of Indemnification and Insurance**
8. **Disclosure of Conflict of Interest**
9. **Non-Collusion Declaration**
10. **Addenda and Time Period to Award/Reject**
11. **Proposed Chemicals, Restroom Supplies, and Equipment**
12. **ACH Authorization**
13. **Signature Pages**  
Including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.
14. Signature page of all **ADDENDA** issued

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

### Proposal Deposit

Accompanying this proposal is a Proposal Deposit in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** in the form of:

- |   |   |
|---|---|
| <input type="checkbox"/> Certified Check        | <input type="checkbox"/> Bidder's Bond                |
| <input type="checkbox"/> Cashier's Check        | <input type="checkbox"/> Irrevocable Letter of Credit |
| <input type="checkbox"/> Certificate of Deposit | <input type="checkbox"/> Annual Bidder's Bond         |

Proposal Deposit is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

### **Business Location and License**

#### **BUSINESS LOCATION**

- ☐ The undersigned Proposer does not maintain a place of business in the City of Fresno.
- ☐ The undersigned Proposer maintains a place of business in the City of Fresno at: \_\_\_\_\_, Fresno, CA

#### **BUSINESS LICENSE**

- ☐ The undersigned Proposer has a current City of Fresno Business License and the number is \_\_\_\_\_.

If the successful Proposer does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.



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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

### **Cost Proposal**

TERM OF CONTRACT The Contract shall be in effect for one (1) year from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the services contained in the Cost Proposal Worksheet (**Attachment 1**) at the provided costs.

The amounts shall include any and all applicable taxes.

The quantities listed in the Cost Proposal Worksheet are estimates for the initial term. The actual requirements of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

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Proposer's Name: \_\_\_\_\_  
(Submit with Proposal)

### Proposer Qualification Questionnaire

The undersigned Proposer submits the following information in accordance with the proposal Specifications:  
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

b. Address:

Is your firm operating as a franchisee? Yes ☐ or No ☐

If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

3. How many years has your business been established?

How many years has your business been under your present name?

How many years under former names? (List names and number of years)

4. How many years has your business been providing services?

5. What other types of services does your business provide?

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☐  
If so, list the date, client, and reason for termination below:

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field.

Requirements Contract for Citywide Security Services  
RFP No. 9686

Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

**Proposer Qualification Questionnaire (Continued)**

9. Does the proposer currently possess sufficient resources to meet the initial requirements for this contract?  
Yes ☐ or No ☐
10. Describe how you will meet the requirements to provide the services as outlined in this Request for Proposals.

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

References

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1.

AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_PHONE NUMBER: \_\_\_\_\_

FAX NUMBER\_\_\_\_\_EMAIL\_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_(YEARS)

TYPES OF SERVICES PROVIDED: \_\_\_\_\_
2.

AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_PHONE NUMBER: \_\_\_\_\_

FAX NUMBER\_\_\_\_\_EMAIL\_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_(YEARS)

TYPES OF SERVICES PROVIDED: \_\_\_\_\_
3.

AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_PHONE NUMBER: \_\_\_\_\_

FAX NUMBER\_\_\_\_\_EMAIL\_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_(YEARS)

TYPES OF SERVICES PROVIDED: \_\_\_\_\_

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

**Statement of Acceptance of the Indemnification and Insurance Requirements**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may cause a Proposer to not be awarded a contract.

☐ **ACCEPT**  
☐ **DO NOT ACCEPT**

**If "DO NOT ACCEPT" is checked, please list exceptions:**

INSERT IF APPLICABLE

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional page(s) attached.

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City, State, Zip

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

**Noncollusion Declaration**  
**Public Contract Code section 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
Title of Authorized Person Bidding Firm, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
Date City State

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name of Authorized Person

**The above Noncollusion Declaration is part of the Bid Proposal.**

Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.



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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

### **Addenda**

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

### **Time Period to Award/Reject**

The undersigned Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

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Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

**CITY OF FRESNO  
FINANCE DEPARTMENT  
ACCOUNTS PAYABLE SECTION**

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)**

Company Name \_\_\_\_\_ Contact Email Address \_\_\_\_\_  
(Required)

Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

☐ ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) \_\_\_\_\_  
(Please print)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Requirements Contract for Citywide Security Services  
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(Submit with Proposal)

Signature Page

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Firm Phone Fax

(2) \_\_\_\_\_  
(Corp.) (Individual) (Partner) (Other)

(3) \_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip Code

(4) By: \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS FOR SIGNATURE PAGE**

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Proposer is a corporation, the Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Secretary of State printout, a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Proposer is an individual, he/she must sign the Proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals or must be submitted with the Proposal.

(c) If the Proposer is a partnership, the Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Proposer is a joint venture, the Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

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**SAMPLE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the secretary  
Name  
of the corporation named herein; that \_\_\_\_\_ who signed this  
Name  
Bid Proposal on behalf of the corporation, was then \_\_\_\_\_ of  
Title  
said corporation; that said Bid Proposal is within the scope of its corporate powers and was  
duly signed for and on behalf of said corporation by authority of its governing body, as  
evidenced by the attached true and correct copy of the \_\_\_\_\_  
Name of Corporate Document

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary  
Date: \_\_\_\_\_

Requirements Contract for Citywide Security Services  
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## Sample Service Contract

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

**[Signatures follow on the next page.]**

Requirements Contract for Citywide Security Services  
RFP No. 9686

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ [Name], [Title/Dept.]</p> <p>APPROVED AS TO FORM:</p> <p>City Attorney</p> <p>By: _____ [Name] Date Senior Deputy City Attorney</p> <p>ATTEST: TODD STERMER, CMC City Clerk</p> <p>By: _____ Deputy Date</p>	<p>[CONTRACTOR], [Legal Identity]</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., Board Chair, Pres. or Vice Pres.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY:</p> <p>_____</p>
<p>Addresses: CITY: City of Fresno Attention: [Name] [Title] [Street Address] Fresno, CA [Zip] Telephone: (559) [#] E-Mail: [E-Mail address]</p>	<p>CONTRACTOR: [Contractor Name] Attention: [Name] [Title] [Street Address] [City, State Zip] Telephone: [area code and #] E-Mail: [E-Mail address]</p>



Requirements Contract for Citywide Security Services  
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### III – GENERAL CONDITIONS

### III. GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. **DELIVERY OF SERVICES:** If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of

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such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Bldg. A, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **\$N/A**. If applicable, this bond is to be renewed annually.

**PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY PREMISES**

7. INSURANCE REQUIREMENTS.

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein.

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(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below.

#### 1. COMMERCIAL GENERAL LIABILITY

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- (i) \$20,000,000 per occurrence for bodily injury and property damage;
- (ii) \$20,000,000 per occurrence for personal and advertising injury;
- (iii) \$20,000,000 aggregate for products and completed operations; and,
- (iv) \$20,000,000 general aggregate.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$5,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name and/or include the City, its officers, officials, agents, employees and volunteers as an additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

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- (v) If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.
- (vi) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

#### PROVIDING OF DOCUMENTS

CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

#### SUBCONTRACTORS

If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry. 8.

INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a



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separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in a accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

9. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately

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available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve-month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and



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unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

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- (a) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. EXTENT OF AGREEMENT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

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32. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

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## IV – SPECIAL CONDITIONS

#### IV. SPECIAL CONDITIONS

##### 1. **Term of Contract**

- 1.1 This Contract shall be in effect for one (1) year from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for four (4) one-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve (12) months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the contract had been extended for such a temporary period by an amendment hereto.

##### 2. **Pricing Conditions**

- 2.1 For twelve (12) months of the Contract, pricing will be fixed at the proposal pricing.
- 2.2 Ninety (90) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year which will be subject to negotiation by the City at the City's discretion. The Purchasing Manager of the City of Fresno shall be the authorized City agent in any such negotiation. Any proposed price revisions will be subject to the Purchasing Manager's written approval before being implemented by the Contractor.
- 2.3 The Contractor must provide adequate documentation to substantiate any request for price increase. Unless otherwise approved by the Purchasing Manager, any increases in any unit prices included in this Contract shall not exceed the percent change for the U.S. Bureau of Labor Statistics Consumer Price Index (United States City Average for all Urban Consumers) for the contract year ending with the most recently published index. In the event that the index drops, the Contractor is required to pass on to the City an equivalent reduction in pricing.
- 2.4 If any particular needs arise at any time during the term of the Contract, the City reserves the right to request adjustments, modifications, or additions to services to the Contract.

##### 3. **Changes to Contract Documents**

- 3.1 No changes or modifications to the Contract shall be made unless agreed to and signed by both the Contractor and the Purchasing Manager. No prior, current, or post award verbal agreement or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the Specifications or any Contract resulting from this procurement.

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- 3.1.1 Any request for additional services beyond the original contract scope must be documented and submitted for approval via a formal contract change order. No additional services shall commence without a fully signed change order, with the exception of emergency call-outs (see Division V, item 28).
- 3.1.2 All change orders must be reviewed and approved by the Purchasing Manager. The Contractor is not authorized to begin any additional services without the express written consent of the Purchasing Manager.
- 3.1.3 For emergency call-outs, see Division V, item 28.

#### **4. Compensation for Security Services**

- 4.1 Payment will be made to Contractor for services within thirty (30) days after approval of each monthly invoice, based upon satisfactory completion of each week's (or portion of a week's) services during the subject month. The total payment for services shall not exceed the total amount shown on the Proposal Form for these services, unless there is an amendment to this Contract.
- 4.2 Payment will be made to the Contractor for those services which were authorized in writing by, and successfully completed to the satisfaction of the Contract Administrator. No payment will be made for services not completed. The amount payable to the Contractor for house completed will be in accordance with the Proposal Form.

Payment: The Contractor shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's contract number and shall be submitted accordingly to each respective department.

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay and all monies due Contractor directly to Contractor.

#### **5. Compensation Escalation Due to Changes In Minimum Wage**

- 5.1 In the event the Contractor is required by a collective bargaining labor agreement, by California State Government, or by the Federal Government to increase the minimum wage, then the minimum wage and salary rates paid to the Contractor employees shall be subject to negotiation between the Contractor and the City of Fresno. Any wage rate increase will only apply to those security employees that are currently at the minimum wage rate.
- 5.2 In the event that negotiated changes in wages and salaries cannot be agreed upon by the City of Fresno and the Contractor, then the Contract may be terminated by the City in accordance with the General Conditions of this contract.
- 5.3 If the Contractor and the City of Fresno agree to a negotiated change in wages, the Contractor shall increase the minimum hourly wages and salaries paid to its employees performing services for only those positions that are affected.

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\*Note: The Minimum wage rate in California is currently \$16.00 an hour effective January 1, 2024. Proposers should consider wage rates when completing their proposal.

**6. Other Contracts**

- 6.1 The City of Fresno shall have the right to award other contracts for additional services not covered by this Contract, and the Contractor shall fully cooperate with such other contractors and coordinate schedules that are provided under other contracts. The Contractor agrees it shall have no claim against the City of Fresno for additional payment due to delays or other conditions created by the operation of other contractors. The Contract Administrator will decide the priorities of service in order to secure the completion of the services if a dispute between contractors exists.

**7. Notice to Proceed**

- 7.1 The Contractor shall not commence any work, nor shall it enter the premises until it has received a written Notice to Proceed from the Purchasing Manager.

**8. Contract Administrator**

- 8.1 The City of Fresno designates the Facilities Manager of the General Services Department as the Contract Administrator, who shall act on behalf of the City with respect to all aspects of this Contract. The City shall promptly notify the Contractor in writing if the Contract Administrator is changed.
- 8.2 The Contract Administrator, or designated representative, shall have complete authority to require the Contractor to comply with all provisions of this Contract. The Contractor shall strictly and promptly follow the instructions of the Contract Administrator. The Contract Administrator's decisions upon all questions, claims, and disputes will be final and conclusive upon the parties of the Contract. The Contract Administrator shall exercise any discretionary authority in a reasonable manner.
- 8.3 The Contractor shall provide the Contract Administrator with free and easy access to inspect and measure the performance and progress of the services at all times. It is agreed that such inspections are not for the purpose of controlling or directing the services or employees of the Contractor, but to ensure that all services meet the requirements of the Contract.
- 8.4 The Contract Administrator shall decide any and all questions which may arise as to the conformance of and acceptability of tools, equipment, and all other materials and methods and procedures used in the performance of the services with regard to the requirements included herein. The Contract Administrator shall decide all questions which may arise as to the interpretation of the Contract Documents relative to the services and the fulfillment of the Contract on the part of the Contractor.
- 8.5 The Contract Administrator will determine the amount and quality of the several kinds of services performed and materials furnished which are to be paid for under the Contract.



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- 8.6 The Contract Administrator shall have the authority to require the Contractor to make temporary changes in the assignment of work, tasks and task frequencies if such changes do not affect the hourly rates contained on the Proposal Form. Such temporary changes shall not affect the amount of payment to the Contractor.

**9. Change in Minimum Number of Weekly Routine Work Hours**

- 9.1 The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

**10. Contract Coordinator**

- 10.1 The Contract Administrator shall designate a Contract Coordinator to monitor and inspect the performance and progress of the services provided under this Contract.
- 10.2 The Contract Coordinator has no authority to alter, waive, or revoke any provision of this Contract. Any failure of the Contractor to comply with the provisions of the Contract may be called to the attention of the Contractor Supervisor by the Contract Coordinator.
- 10.3 The Contract Coordinator shall have the authority to suspend the performance of the services and compensation to the Contractor until the Contract Administrator can decide any questions at issue.
- 10.4 The Contract Coordinator shall in no instance have the authority to act as foreman, or supervisor for the Contractor, and shall not interfere with the Contractor in the supervision or direction of the Contractor's employees.
- 10.5 Any advice provided to the Contractor by the Contract Coordinator shall in no way be construed as binding upon the City of Fresno or release the Contractor from fulfilling the provisions of the Contract.

**11. Performance of the Services**

- 11.1 The Contractor shall be responsible for the complete and timely performance of all the services under this Contract and for all manner and type of supplies and materials of every description required to successfully perform all services under this Contract.

**12. Nonperformance of Services**

- 12.1 Services shall be considered not to have been performed when, in the judgement of the Contract Administrator, any one or more of the following conditions exists:
- a. The services in an area were not performed in strict accordance with the Special Conditions and/or Technical Specification or were not performed at the specified frequency or were not performed during the specified shift.
  - b. The services were not performed within the scheduled work shift.
  - c. The employees performing the services had not received the specified training.
  - d. The employee performing the services was not uniformed in accordance with the requirements of the Special Conditions.



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- 12.2 Services will be considered not to have been performed when, in the judgement of the Contract Administrator, any one or more of the following conditions exists:
- a. The services were not performed in accordance with Project Performance Standards.
  - b. The services were not performed within the time period specified.
  - c. The services as requested by written work order were not completed in its entirety.

**13. Nonperformance of Services/Deductions**

- 13.1 In the event of nonperformance of services by the Contractor, the Contract Administrator shall have the right to exercise one of the following options:
- a. The City of Fresno shall correct the item of nonperformance by using another service provider, or by any means it deems necessary and reasonable. Direct cost incurred by the City for the correction of the item of nonperformance, including a reasonable amount for the cost of City employees involved in such correction, shall be deducted from payments made to the Contractor.
  - b. The City of Fresno shall allow the nonperformance to remain uncorrected and shall make a deduction from payments to the Contractor in accordance with the following paragraphs in this section.
- 13.2 For each instance of nonperformance of services as defined in this section, the Contractor will be assessed a penalty of \$100 per day (in addition to any other applicable deductions for non-performance contained in this Contract), to be deducted from any payments to the Contractor, as long as the nonperformance continues to exist.

**14. Statements and Invoices**

- 14.1 The Contractor shall submit invoices for each monthly period. Those invoices not acceptable to the Contract Administrator shall be returned to the Contractor for correction and subsequent re-submittal for payment.
- 14.2 Invoices shall be payable within thirty (30) days after approval by the Contract Administrator.

**15. Time Clocks**

- 15.1 The Contractor shall furnish City approved means of time verification to record the security officer's daily work hours.

**16. Relief for Absenteeism and Vacation**

- 16.1 The Contractor shall provide relief personnel for the Contractor employee positions as necessary and work overtime as necessary at no cost to the City of Fresno to ensure that the services are performed as required.
- 16.2 If the Contractor Supervisor is absent, the Contractor shall provide a competent replacement who has the authority to carry out the terms and provisions of the Contract.

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**17. Labor Activity**

- 17.1 The Contractor shall be responsible for its own labor relations with any trade or union representative about its employees and shall negotiate and be responsible for adjusting all the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the services, the Contractor shall immediately give written notice thereof to the City of Fresno.
- 17.2 If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor which results in the curtailment or discontinuation of the services provided hereunder, the City of Fresno shall have the right during said period to employ any means legally permissible to have the services provided including, without limitation, providing the service itself or contracting with another provider of security services and deducting the difference in cost from any future payments to Contractor.

In the event of a work stoppage by employees of the City or any of the City of Fresno's other contractors affecting the site, the Contractor shall furnish the services required to keep the site in a secure condition acceptable to the City. In the event of danger to the employees of the Contractor, such services shall be performed by the Contractor's management and supervisory employees in cooperation with the City of Fresno management employees.

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## V – SCOPE OF WORK

## V. SCOPE OF WORK

### 1. General

The following requirements are intended to ensure the City of Fresno receives the type of service it desires. If you propose something different than required in the Specifications, you must include a written description with your Proposal, and include a description of how this would benefit the City.

### 2. Minimum Requirements

- 2.1 The Contractor must be licensed with the State of California, Department of Consumer Affairs, Bureau of Collection and Investigative Services, and **hold a valid Private Patrol Operator's License at all times during the Contract.**
- 2.2 The Contractor must comply with the City of Fresno Municipal Code, Chapter 6, Article 12, and all other State or County laws that govern private patrols.
- 2.3 The Contractor must provide a detailed description of its employee recruitment, selection, background check, training and Security Officer Supervision programs in the Proposal.
- 2.4 The Security Company shall furnish officers with all equipment and accessories necessary to perform the required service, including, but not limited to, a motorized vehicle, cart, or mountain bike to be used in the performance of the safety security rounds, safety equipment, radios, cell phones and adequate rain gear.
- 2.5 The Contractor will provide Security Officers as requested by the City who will:
  - 2.5.1 Be registered with the State of California Department of Consumer Affairs, Bureau of Collection and Investigative Services, and possess a valid "Guard Registration" card. Security Officers possessing temporary Guard Cards shall not be assigned to the site.
  - 2.5.2 Security Officers shall have a minimum of six (6) months' work experience with the Contractor, unless otherwise approved by the City. Supervising Security Officers shall have a minimum of one year's work experience with the Contractor, unless otherwise approved by the City.
  - 2.5.3 Not carry firearms at any time while performing the unarmed security services under this Contract.
  - 2.5.4 Meet all State requirements in the Powers of Arrest Training, pursuant to Section 7514.1 of the Business and Professions code. All security officers must be trained and pass the State's "Exercising the Powers to Arrest" (PC-837) test before being assigned to work at City Facilities.
  - 2.5.5 Be certified in first aid, CPR, and AED.

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- 2.5.6 Be neat, clean and dressed in Security Officer uniforms (shirts and pants, no jeans) in such a manner as to be easily recognized and professional in appearance.
- 2.5.7 Be in good health and physically fit to control unusual situations and disturbances that may require strenuous physical activity.
- 2.5.8 Not report to duty while under the influence of alcohol or any drug.
- 2.5.9 Adhere to the procedures established by the Facilities Manager or designee.
- 2.5.10 Be goodwill ambassadors - be helpful, courteous and of assistance to visitors in giving directions, and assisting with first aid or emergency care.
- 2.5.11 Report any unusual occurrence including property damage. Any incident should be reported to the Facilities Manager and the FacilitiesMgmt@fresno.gov email. Security Officers are responsible for filling out accident or incident reports for any accident or incident and for reporting such accident/incidents to management personnel as soon as possible. When the office is closed, the Security Officer will notify appropriate emergency personnel.
- 2.5.12 Carry a cellular telephone for communication with the Contractor and City Management.
- 2.5.13 Be supervised. The Contractor will have a supervisory or management employee available on-call 24 hours per day, 7 days per week. The supervisor/manager will make at least one site inspection per each shift.
- 2.5.14 Promptly notify the Facilities Manager or his designee in a written format acceptable to the City, of needed repairs, security, or safety concerns and/or damage to the facility observed during the performance of the Services. Any item of a critical, high priority or emergency nature will be verbally reported immediately upon discovery with written notification to follow prior to the end of the work shift.
- 2.6 If any Security Officer does not adhere to the above requirements, or does not follow the established procedures, the City will contact the Contractor for an immediate replacement. In the event a Security Officer on duty is dismissed, the Contractor agrees to substitute another Officer.
- 2.7 In the event of any life threatening, violent, or exceptionally dangerous situation, contact Police, Fire or Paramedic services. Security Officers present during such event shall participate in the investigative process which may include being interviewed by law enforcement.
- 2.8 The Contractor will provide evidence of its experience and knowledge in the operation of such a security system.

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- 2.9 A post order book (procedure orders) shall be provided to the City by the Contractor within 30 days of award of Contract to establish an acceptable protocol for security services to be used in Security Officer training.

**3. Security and Conduct (Background Checks)**

- 3.1 It is the Contractor's responsibility to conduct background checks on all of its employees prior to assignment of the employee to work under this Contract, and to provide the City of Fresno with their findings upon request. The Contractor's employees shall be subject to and shall at all times conform to the City of Fresno's security rules and requirements and shall cooperate with City Police and Management/Supervisory personnel. Any violations or disregard of these rules may be cause for denial of access to the City of Fresno's property.
- 3.2 At a minimum, the pre-employment background check for each of the Contractors employees must include:
- Prior employment reference checks
  - Both felony and misdemeanor criminal records check for each location at which the prospective employee has resided during the past seven (7) years.
  - Driving records checks for all employees operating vehicles in the performance of the work under this Contract.
- 3.3 The City reserves the right to require the Contractor's employees to undergo additional background checks, including a Department of Motor Vehicles - DL check, Department of Justice - Bureau of Criminal Identification (BCID) fingerprint check, and an FBI fingerprint check; such services; however, will be performed at no cost to the Contractor and paid by Facilities Management.
- 3.4 The Contractor's employees during performance of these Services must conduct themselves in an orderly and safe manner. Fighting or engaging in horseplay, being under the influence of alcohol or drugs, or bringing alcohol or drugs onto City property, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on City property, and any immoral or otherwise undesirable conduct will not be permitted, and the Contractor shall replace any employee immediately who engages in such conduct.
- 3.5 All Contractor personnel must wear a picture ID badge provided by the Contractor.
- 3.6 The Contractor's employees must remain in their assigned work areas, except when taking an authorized break in a designated area.
- 3.7 Firearms and/or explosives may not be brought onto the City's property.
- 3.8 The operation of the Contractor's vehicles or private vehicles by the Contractor's employees on the City's property shall conform to posted regulations and safe driving practices.
- 3.9 Aisles, passageways, alleyways, driveways, entrances, or exits and access to fire protection equipment must be kept unobstructed at all times.

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- 3.10 Smoking in City buildings is not permitted. The City's restrictions with respect to smoking must be strictly obeyed; (See **Exhibit C**)
- 3.11 Contractor agrees to keep in strictest confidence all records and information of the City and anything observed by Contractor or its employees during the performance of the Services, except as absolutely necessary to the performance of the Services. The Contractor must take adequate measures to reasonably ensure the confidentiality of records, information and persons observed at City Facilities. Absolutely nothing that is observed, overheard or witnessed in any City Facility is allowed to be provided or shared with any third party(ies), agencies, or the press. All employees must be trained by the Contractor regarding the confidentiality of information prior to assignment in any City facility, and refresher training provided every six months.
- 3.12 The Contractor must notify the Contract Administrator immediately in the event there is the least suspicion of a breach of confidentiality by an employee of the Contractor.
- 3.13 The Contractor shall establish and maintain a comprehensive drug screening and monitoring program for all assigned employees. This program must include, at a minimum:
  - 3.13.1 Mandatory pre-employment drug and substance abuse testing;
  - 3.13.2 A program of continuous observation and verification whenever employee substance abuse is suspected. This program should be consistent with all aspects of the City of Fresno's Policy on Drug and Substance Abuse (Administrative Order 2-25 of September 1, 2000), including specific guidelines on; (See **Exhibit B**)
    - The need for drug and alcohol testing;
    - The circumstances under which testing may be required;
    - The procedure for confirming an initial positive drug test result;
    - The consequences of refusing to undergo a drug and alcohol test;
    - Drug testing procedures and interpretive guidelines for positive/negative results (by substance);
    - Contractor employee training as part of a Drug Free Awareness Program;
    - Supervisory training in identification of drug and alcohol abuse which constitutes reasonable cause for drug testing;
    - The availability of employee counseling for drug or alcohol abuse. This program will include mandatory pre-employment drug testing, as well as a system of continuous observation and verification whenever employee substance abuse is suspected. The Contractor will be required to furnish detailed guidelines for administering all aspects of this program to the Contract Administrator, including the professional qualifications and testing methodologies used by participating medical laboratories or agencies.
- 3.14 The City reserves the right to have any Security Officer replaced by the Contractor at the City's sole discretion. The City's decision will be final.

#### 4 **Training**



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- 4.1 The Contractor shall provide each employee used in the performance of the Services with adequate training to competently perform the Services.
- 4.2 The Contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, the type and date of each training received, as well as the training instructor. The Contractor shall present such records for inspection upon request by the Contract Administrator. The Contract Administrator may, from time to time, monitor the Contractors training activities.
- 4.3 As a minimum, the Contractor shall provide each employee performing the services with instruction in the following subject areas prior to beginning work in any of the facilities under this Contract, and again during each six-month period during the employee's tenure:
  - Orientation to Security Operations
  - Tools & Equipment - proper use and care
  - Building Security procedures - access, lockdown, alarm systems
  - Security of law enforcement records and information
- 4.4 The City of Fresno shall have the option of making additional training materials available for the use of the Contractor related to these minimum requirements. The training materials shall remain the sole and exclusive property of the City of Fresno and shall not be removed from the site. Provision of any training materials by the City in no way relieves the Contractor from any responsibility for training its employees in the proper methods and use of tools and equipment or any other skills or knowledge needed by the employees of the Contractor in order to comply with the Specifications.
- 4.5 If the City of Fresno elects to provide the Contractor with additional training materials, then the City shall provide any equipment necessary to present the additional training materials if Contractor does not otherwise require for its training materials.
- 4.6 If the City of Fresno elects not to provide the Contractor with additional training materials or it's materials do not require special equipment not already available to Contractor, then the Contractor shall be responsible for providing any equipment necessary to present the training materials.
- 4.7 The time that each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of the services.

## **5 Supervision**

- 5.1 The Contractor shall designate a Contract Supervisor, acceptable to the Contract Administrator, for this Contract. The Contract Supervisor shall be properly trained and qualified and shall have full authority to act for the Contractor at all times to carry out the provisions of this Contract.
- 5.2 The Contract Supervisor or Field Supervisor shall make a minimum of two (2) site visits per week to properly supervise the Contractor's employees and shall also make site visits when requested by the Contract Coordinator or Contract Administrator.



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5.2.1 For City Hall, the Contract Supervisor shall be onsite during normal business hours and make a minimum of one (1) site visit per shift during non-business hours.

5.2.2 For the Municipal Services Center, the minimum number of site visits per shift is one (1).

5.3 The Contract Supervisor is responsible for providing direct supervision of the Contractor's employees only.

5.4 The Contract Supervisor, to the satisfaction of the Contract Administrator, shall be capable of verbal and written communication in the English language and shall be able to adequately communicate with the Contractor's workers and City representatives.

5.5 The Contract Administrator may require the Contractor to remove any Contract Supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of the Contract and if so required, Contractor shall remove such individual and provide a replacement.

5.6 The Contract Supervisor, or designee, shall be on-call at all times for emergencies and must be able to report within two (2) hours to any of the locations covered by this Contract.

5.7 The Contract Supervisor shall make themselves available, as needed, to the Contract Administrator to discuss the performance of the Services or other provisions of this Contract.

5.8 The Contract Supervisor shall be adequately trained in the compliance of all applicable OSHA and other Federal, State and Local laws and regulations regarding the performance of the Services.

## **6 Area Assignments**

6.1 The Contractor shall assign its employees to areas of work for the performance of services in accordance with the Area Assignments as defined in the Technical Specifications Section of this Contract.

6.2 Each employee shall be in their assigned area properly equipped and uniformed and ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift.

## **7 Organizational Chart**

The Contractor shall prepare, keep on file, and furnish a copy of an organization chart to the Contract Administrator. Organization charts shall be updated whenever a change is made and shall show assigned work areas of each employee, by name, by position and by scheduled hours of work.

## **8 Shift Log**

8.1 At the beginning of each work shift, the Contract Supervisor shall report, in writing, to the

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Contract Administrator any area assignments which are not filled.

8.2 The Contractor shall prepare, keep on file, and furnish a copy to the Contract Administrator by the end of each work shift, a shift report which includes the following information for the previous work shift:

8.2.1 A list of names of all personnel present for work, showing the name of each person for each Assignment and the number of hours worked by each person in each such Assignment, as certified by the Contractor's time records.

8.2.2 A list of any incidents of significance involving the Contractor's employees in the performance of the services and any action taken by the Security Officer.

8.2.3 Any special instructions pertaining to the next shift or daily duties.

## **9 After-Hours Escort Service**

Periodically, the Security Officer may be requested to escort an employee to its vehicle. The Security Officer should make every effort to do so if the service can be provided without leaving the MSC or City Hall property and doing so does not adversely affect other security activities.

## **10 Uniforms**

The Contractor shall insure that all of its employees are clean, neat, and appropriately attired with uniforms and work shoes at all times during the performance of the Services.

## **11 Needed Repairs**

The Contractor shall promptly notify the Contract Administrator in a written format acceptable to the Contract Administrator, of needed repairs and/or damage to fixtures of the facility site observed during the performance of the Services. Any item of a critical, priority, or emergency nature will be verbally reported immediately upon discovery with written notification to follow prior to the end of the work shift.

## **12 Lost and Found Property**

12.1 Any articles turned into the Security officer shall be logged into the Lost and Found Log, and a Lost and Found Property report completed, stating what was found, when, where, by whom, and their phone number.

12.2 If the article(s) is not claimed in a reasonable length of time, the article(s) will be turned over to Facilities Management for storage or disposal.

## **13 Key Control**

13.1 The Contractor shall maintain security and confidentiality of the keys, key cards, and other entry devices and codes provided by the City of Fresno. The Contractor shall maintain a record of the key numbers issued to its employees.

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13.2 The Contractor shall not duplicate and shall not allow such items to be duplicated or removed from the work site.

13.3 Any such item which becomes lost, missing or stolen shall be immediately reported to the Contract Administrator by the Contractor. Should the Contractor lose or have stolen any keys issued to the Contractor by the City of Fresno, the cost of changing the locks or keys to the building, rooms, or areas accessible by the lost or stolen keys will be deducted from the Contractor's monthly invoice to, and payment by, the City for Services performed under this Contract.

**14 Security Keys**

Gate keys will be made available to the Contractor.

**15 Energy Conservation**

The Contractor shall comply with all energy conservation practices of the City of Fresno, including but not limited to turning on and off lights in the most energy efficient manner.

**16 Storage Facilities**

The Contractor shall store its supplies, materials and equipment in storage areas designated by the Contract Administrator. The Contractor shall keep such areas clean and orderly at all times.

**17 Employee Food Services**

The Contractor shall not be allowed to bring on to the City of Fresno's property any food or beverage catering vehicles, vending machines, or other serving facilities without prior written authorization from the Contract Administrator.

**18 Telephone Service**

18.1 The Contractor shall provide cellular phones to be worn at all times during the performance of the services by the on-site security officers.

18.2 Should the Contract Supervisor be away and unable to respond to telephone calls, another authorized person shall be designated to act for the Contractor.

18.3 The Contractor will provide a cellular phone for contact between the City and the day shift Security Officers.

**19 Emergency Notification List**

In all emergency situations, immediately notify your Field Supervisor, the required emergency services and the Facilities Manager and/or the Building Services Supervisor.

After business hours, use the Emergency Call List.

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EMERGENCY SERVICES  
Fresno Police Department 9-1-1  
Fresno Fire Department 9-1-1  
Paramedics 9-1-1

## **20 Fire Procedures**

During rounds, note and rectify, if possible, conditions detrimental to fire protection and personal safety. Findings and action taken shall be included in your Daily Activity Report. When on rounds, take particular notice of the following:

1. Blocked, obstructed or defective fire doors, aisles, fire extinguisher, fire hoses and sprinkler valves. Aisles and passageways to firefighting equipment should always be clear of obstructions of any kind.
2. Observe that rubbish has been placed in appropriate containers and that full containers should be reported to Custodial Services.
3. Paint, oil-soaked rags, and sweepings should be stored in closed metal containers designed for this purpose.
4. Be alert for the presence of unattended equipment producing open flames, and when found, shut off the fuel source.
5. Be alert for the presence of heat producing equipment which has been left in operating condition. When found, disconnect the source of power.
6. Be alert for the presence of leaks. If a leak is found, immediately notify the appropriate person on the Emergency Call List, securing the leak if possible.
7. If odors are detected, seek out the source. It could be a hazardous condition.

## **21 In Case of Fire or Smoke**

1. Call the Fire Department at 9-1-1
  - Tell them the problem and location.
  - Tell them where you will meet them, and have the doors open for them to enter.
  - Direct them to the fire or smoke.
2. Be sure to follow the above procedure before an attempt, if any is made by you, to extinguish the fire.
3. If the fire is small and not in danger of spreading: Extinguish it by using a fire extinguisher or hose.
4. Immediately notify Facilities Management.

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## **22 Fire Alarm**

If you hear the fire alarm sound:

1. Call the Fire Department at 9-1-1
  - Tell them the problem and the building location.
  - Tell them where you will meet them, and have the gate open for them to enter.
  - If fire is present, direct the Fire Department to the fire.
2. Be sure to follow the above procedure before an attempt, if any, is made by you to extinguish the fire.
3. Contact Facilities Management.

## **23 General Emergency Procedures**

In the case of vandalism, suspicious persons, trespass, workplace violence or other incidents requiring law enforcement assistance, the Security Officer should:

1. Contact 9-1-1
  - a. Tell them the problem and the location.
  - b. Get their ETA so that you will know what action you need to take in the interim.
  - c. Tell them where you will meet them.
2. Contact your Field Supervisor and Facilities Management.

When you need advice on how to handle a minor incident such as allowing access to the property:

1. Contact your Field Supervisor.
2. If not satisfactorily resolved, contact Facilities Management.

In the case of a building emergency such as a plumbing leak, power failure, etc., contact Facilities Management. If after hours, see the Emergency Call List.

## **24 Bomb Threats**

It is possible that calls may be received by the Security Officer reporting a bomb or other destructive device. The Security Officer should:

1. Attempt to keep the caller on the line as long as possible.
2. Attempt to notify someone of the nature of the call without the caller's knowledge.

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3. Attempt to get and write down the following information:

- a. Type of device (explosive or incendiary).
- b. Location of device.
- c. Reason for placing device.
- d. Type of detonator (timer, fuse, motion, etc.).
- e. If a timed device, when is it set to explode.
- f. Physical description of device.

As well as attempting to get the above information, the Security Officer should record:

1. Exact time the call was received.
2. If at all possible, the exact words the caller used during the conversation.
3. Other details about the call (See Bomb Threat Report Form).

As soon as the call is terminated, the Security Officer should contact 9-1-1 and follow their instructions. Immediately following, contact the Facilities Manager. As soon as possible, the Security Officer should write a complete report of all the information received.

**25 Immediate Discharge Offenses for All Locations**

1. Refusing to follow instructions from authorized persons.
2. Creating a disturbance on City property.
3. Intentionally reporting false information.
4. Misusing or destroying City or employee property or removing such property without permission.
5. Bringing narcotics or alcoholic beverages onto City premises or consuming them on City premises or reporting to work under the influence of narcotics or alcoholic beverages.
6. Disorderly or immoral conduct.
7. Sleeping while on duty.
8. Smoking while in the building.
9. Irregular attendance without permission or repeated tardiness.
10. Inefficiency or negligence in the performance of duties.

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11. Permitting avoidable waste of material or supplies.
12. Violation of safety, security or telephone/radiophone practices.
13. Failure to report to the Field Supervisor and Facilities Manager any incident or accident occurring at MSC or City Hall.
14. Discourteous treatment of the public, press or City and/or fellow employees.

**26 Vehicles**

- 26.1 The use of automobiles, golf carts, low speed vehicles, and off-road vehicles shall comply with all California Vehicle Code requirements.
- 26.2 If a vehicle becomes non-operable, either planned or unplanned, for more than 1 day, Contractor shall promptly provide alternative transportation within 1 business day.
- 26.3 Vehicles shall be prominently labeled as a security vehicle.
- 26.4 Vehicles shall include flashing hazard safety lights consistent with the identification as a security vehicle.

**27 Golf Cart Usage**

Golf carts must be equipped with hazard flashers and prominently labeled as a "Security" vehicle.

**28 Emergency Call-Outs and Additional Services**

The City requires the ability to call upon the Contractor for additional services on short notice, particularly in response to emergency situations. The following provisions apply:

- 1. Emergency Call-Outs:** At the request of the who, the Contractor must be capable of responding to emergency situations and providing additional security officers and services at a moment's notice, prior to the execution of a formal change order.
- 2. Response Time:** The Contractor must ensure that security officers can be dispatched and arrive at the specified location within 30 minutes of receiving the emergency call-out request.
- 3. Service Continuity:** The Contractor shall ensure that the additional security services are seamlessly integrated with ongoing operations, minimizing any disruption to regular activities.
- 4. Pre-Authorization:** While a formal change order may not be immediately executed, the Contractor shall keep detailed records of all emergency call-outs

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and services rendered. These records must be submitted to the City within 2 business days of the incident for review and subsequent authorization.

- 5. Communication:** The Contractor must maintain open lines of communication with the Contract Administrator during an emergency situation to ensure clarity and coordination of efforts.
- 6. Cost Management:** The Contractor agrees to apply the pre-determined rates for emergency call-outs and additional services as outlined in the contract. Any deviations from these rates must be pre-approved by the City.

## **29 Notification of Maintenance and Repair Needs**

The Contractor shall be responsible for promptly notifying Facilities Management of any observed maintenance and repair needs. This includes, but is not limited to, issues such as malfunctioning gates, power outages, security light failures, and damage to fences. The following provisions apply:

- 1. Observation and Reporting:** Security Officers must be vigilant in observing the condition of the property and facilities during their patrols. If they notice any maintenance or repair needs, they are required to report these issues promptly to Facilities Management.
- 2. Immediate Reporting of Security Issues:** If the observed problem involves the security of the property or facility, such as malfunctioning gates, loss of power, loss of security lights, or damage to fences, security personnel must report the issue immediately to Facilities Management.
- 3. Reporting Procedure:** Security Officers shall follow the established reporting procedure, which includes:
  - Notifying Facilities Management immediately via phone.
  - Documenting the issue in their daily activity log.
  - Submitting a written report detailing the observed issue, time of observation, and actions taken.
- 4. Follow-Up:** Security Officers are expected to follow up on reported issues to ensure that they have been addressed and resolved. Any delays or lack of response from Facilities Management should be escalated to the appropriate supervisor.
- 5. Training and Accountability:** The Contractor must ensure that all Security Officers are trained on the importance of observing and reporting maintenance and repair needs. They must also be held accountable for compliance with these reporting requirements.
- 6. Communication with Facilities Management:** Regular communication and coordination between security personnel and Facilities Management are



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essential to maintaining the safety and functionality of the property and facilities.

**Section I – Municipal Services Center**

The Municipal Services Center (MSC), including Fresno Area Express (FAX) Maintenance Yard, is approximately a 38-acre site consisting of 19 buildings/shops and 11 shelters (Reference **Exhibit A**). Four departments/divisions occupy buildings with approximately 850 employees assigned to the site. All departments/divisions have various work hours. FAX has crews working 24/7. Solid Waste and Fleet crews work various hours Monday through Saturday. Most office staff work between the hours of 7:00am and 6:00pm.

The City wishes to provide security for this site to ensure the safety and well-being of the facilities, employees, equipment and public.

**SECURITY OFFICE**

The City of Fresno will provide, at no expense to the Contractor, a gate kiosk at MSC equipped with furniture, to be used by Contractor exclusively in the performance of the services defined in this Contract.

**ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system throughout the MSC at key exterior locations in order to verify regular security patrol rounds and work times of their Security Officers. These tracking stations will also be used by the Security Officer to electronically record the status of each area and any significant events. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of Services in accordance with the Minimum Requirements as defined in the Technical Specifications.

Each Security Officer shall report to the Security office at MSC, properly uniformed and ready to begin work at the beginning of the assigned work shift.

The proposed shifts and number of security employees assigned to perform services at MSC shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
Main Gate (E Street)	Monday - Friday	04:30 - 18:00	2
	Monday - Friday	18:00 - 04:30	1
	Saturday - Monday	04:30 -04:30	1
Fresno Area Express Bus Entrance (G Street)	Monday – Friday	04:00 – 01:00	1
	Saturday & Sunday	05:00 – 21:00	1
Fresno Area Express Employee Entrance (G Street)	Monday – Friday	09:00 – 17:00	1

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The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

## **CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for the MSC.

The Contractor will observe the City Holiday Schedule as follows:

New Year's Day  
Martin Luther King Day  
President's Day  
Easter  
Memorial Day  
Independence Day  
Labor Day Veteran's Day Thanksgiving Day  
Day after Thanksgiving Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

## **CELLULAR PHONE**

The Contractor will provide a cellular phone to the MSC Security Officer(s) for a means of communication between them and the City.

## **CONTRACTOR'S ACCESS**

MSC access routes, entrance gates or doors, parking, and storage areas, etc., and any imposed time limitations shall be designated by the Contract Administrator. The Contractor shall conduct its operations with strict observation of the access routes and other areas established as described above.

The Contractor shall ensure that under no circumstances shall any of its employees enter or move upon any area not authorized by the Contract Administrator for access by the Contractor.

## **MSC ON-SITE SECURITY PROCEDURES**

### **MSC ACCESS CONTROL**

For the MSC, normal business hours are considered to be Monday through Friday, 4:30am to 6:00pm, with the exception of Holidays listed above. However, some departments within the MSC operate outside of those business hours.

Monday through Friday the Security Officer will:

- a. Verify that each vehicle approaching the gate is a City vehicle or the driver possesses the appropriate parking pass or City identification. If not, they will inquire who the person is wishing to see, and a phone call will be made to that person verifying entry

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should be granted. There will also be a list provided by the Contract Administrator of people who have been pre-approved for entry by the various departments. Verification of parking passes or city identification must occur outside the guard shack. At no times will be acceptable to verify this information through the windows of the guard shack booth.

- b. 6:00PM - Close El Dorado Street gate, check and secure all other gates.
- c. 4:30AM - Open El Dorado Street gate.
- d. Log in all Community Service workers. Community Service workers park off site and walk on to the property.
- e. From 7:30 AM to 8:30 AM, 12:00 PM to 1:00 PM, and 4:30 PM to 5:30 PM, the second guard will patrol the perimeter fence line from the street side on G Street and El Dorado to increase safety for City employees who park on the street. Facilities Management can adjust these requirements as needed. During all other normal business hours, the second guard will perform safety/security rounds as outlined once per hour.

On Saturday and Sunday, the El Dorado gate remains locked all day. The Security Officer will:

- a. Perform safety/security rounds as outlined and otherwise be posted in the guard shack monitoring vehicles and pedestrians entering and leaving the property.

The Fresno Area Express Bus Entrance (G Street) gate remains closed at all times. The Security Officer will:

- a. Monitor vehicle traffic entering from the G Street entrance, opening the gate for FAX buses and FAX supervisors only.

The Fresno Area Express Employee Entrance (G Street) gate remains closed at all times. The Security Officer will:

- a. Monitor vehicle traffic entering from the G Street entrance, opening the gate for FAX employees with FAX (Department of Transportation) parking permits.

## CONTRACTOR TRAFFIC

The Security Officer will be notified by Facilities Management of any Contractor working on the property during non-business hours.

Security officers are required to check the identification of all Contractors entering the property to perform work during non-business hours.

Contractors performing work on the property during non-business hours are required to sign in and out on the After-Hours log.

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## VEHICLE CONTROL

### NON-BUSINESS HOURS

No visitors or relatives are allowed on the property after regular business hours unless specifically authorized or escorted by an authorized City representative.

Departments will notify the Security Officer of any visitors authorized to enter the property after hours. A list of authorized Community Service workers will be posted in the guard shack. All Community Service workers park off-site and walk to their work location.

It is the responsibility of the Security Officer to log all visitors authorized to enter the property during non- business hours.

Anything that appears to be suspicious is to be reported to the Field Supervisor and/or the Police Department immediately.

The Contractor shall provide all incident reports, by email, to Facilities Management staff.

### SAFETY/SECURITY ROUNDS

Security checkpoints will be established throughout the MSC to protect against fire, theft, vandalism, and unauthorized entry. The Security Officer will make a complete round checking all security checkpoints utilizing Security provided transportation with appropriate safety lighting, vehicle markings, and spotlights as necessary.

On the first round of each shift, the Security Officer will personally check all doors and gates to make certain they are properly secured. The Security Officer must ensure that any door found unlocked after hours is promptly locked. The Security Officer will patrol the parking lots and perimeter fences.

The Security Officer should look for all possible fire and safety hazard; equipment left running, or anything out of the ordinary. Any suspicious acts are to be reported to the Police Department and Facilities Management.

If any incident occurs causing the Security Officer to miss several checkpoints or a complete round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request relief be provided.

No food or drink is to be consumed during safety/security rounds.

Cell phone usage while on rounds or in the guard shack is to be limited to work related calls.

**Absolutely no smoking in the guard shack or while on rounds.**

Security Officers are prohibited from having portable televisions or radios and from using cell phones for personal phone calls and texts while on duty.

### MAPS AND CHARTS

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1. Site plan attached. **(Exhibit A)**
2. Emergency Call List showing emergency notification extension numbers and cell phone numbers of key City Personnel will be provided.

**INVOICING**

Invoices for this part of the security contract should specifically reference “MSC” and should be sent to:

City of Fresno  
Facilities Management Division  
Attn: Accounts Payable  
2101 G Street, Building C  
Fresno, CA 93706

## **Section II – City Hall**

City Hall is a five-story, 201,000 square foot building with an adjacent utility structure. The building houses approximately 600 employees. Normal business hours are 7:00AM to 6:00PM, Monday through Friday. The City has installed two leased magnetometers, as well as a leased baggage scanner, at the 1<sup>st</sup> floor front entrance of City Hall. Four hand-held scanners are also in use. Proposers must include the lease or sale of the same or similar equipment as part of their proposals. Public access is limited to this entrance and everyone entering must be screened. The City wishes to provide security for City Hall to ensure the safety and well-being of the facility, its employees, and the public.

### **ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system throughout City Hall at key interior and exterior locations in order to verify regular security patrol rounds and work times of their Security Officers. These tracking stations will also be used by the Security Officer to electronically record the status of each area and any significant events.

A “Detex Clock and Key” type system is not an acceptable level of monitoring.

### **MAGNETOMETERS, BAGGAGE SCANNER, & HAND HELDS**

The Contractor will provide and install two walk-through magnetometers, one baggage scanner, and four hand-held scanners at the entrance of City Hall. Options for leasing or buying the equipment must be included in the proposer’s response to this RFP.

The proposed equipment must meet or exceed the equivalent characteristics and specifications of the below listed models, which are currently in use at City Hall. The equipment lease must include all regular maintenance and upkeep of the equipment.

Two (2) Walk-Through Magnetometers, L3 Security Protocol PD 6500i

One (1) Baggage Scanner, Smith’s Detection HI-SCAN 755i

Four (4) Hand Helds, Garrett Super Scanner V

### **SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

Each Security Officer shall report to the Security office in City Hall, properly uniformed and ready to begin work at the beginning of the assigned work shift.

The proposed shifts and number of security employees assigned to perform services at City Hall shall be as follows unless otherwise approved in writing by the City:

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Posts	Days of Operation	Shift Hours	Guards
Supervisor	Monday - Friday	08:00 - 16:30	1
Armed Guard (Screening Team)	Monday - Friday	06:45 – 18:15	1
Unarmed Guard (Screening Team)	Monday - Friday	06:45 – 18:15	3
Camera Operator	Monday - Friday	0700 – 18:00	1
Interior Patrol	Monday - Friday	16:00 – 08:00	1
	Saturday & Sunday	08:00 – 08:00	1
Exterior Patrol	Monday - Friday	07:00 - 07:00	1
	Saturday & Sunday	MID - 07:00	1

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

**CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for City Hall.

The Contractor will observe the City Holiday Schedule as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

**CELLULAR PHONE**

The Contractor will provide a cellular phone to the City Hall Security Officer(s) as a means of communication between them and the City.

**PARKING**

The City may elect to provide the Contractor with up to four (4) parking passes for use in the Promenade Lot.

**CITY HALL SECURITY SERVICES PROCEDURES**



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City Hall entrances are unlocked from 7:00AM until 6:00PM, Monday through Friday.

Departments are responsible for opening and closing (unlocking/locking) their individual office areas to permit public and employee access unless otherwise stated in these procedures.

Security Officer to unlock the following door:

“P” Street first floor entrance - 7:00 AM

- Turn on lights in first floor display cases and other designed areas
- Raise the flags
- Check the fountain
- Check perimeter of building and under the staircase for transients or suspicious persons
- Deliver newspapers to the individual departments

Public Meeting Rooms and the Council Chambers remain locked except for scheduled meetings. Rooms are unlocked 15 minutes prior to meeting start time.

Turn on first floor display case lights by 7:00AM.

Secure Utilities Billing lobby doors at 5:00PM. Security Officer will remain in the Utilities lobby until all customers have completed their transactions and the lobby is clear, then proceed to the Development Department, secure the lobby doors and remain in the lobby until all customers have completed their transactions, the lobby is clear, and the cashiers have closed out their drawers.

Lower flags by 5:45 PM. In the event of rain or high wind, lower flags as soon as possible. Secure all entrances by 6:00 PM: Lock the following doors:

- “P” Street first floor entrance

Turn off the lights in the first-floor display cases, and other designated areas.

**NON-BUSINESS HOURS:**

6:00PM to 7:00AM Monday through Friday  
24 Hours SATURDAY, SUNDAY AND HOLIDAYS

**PROCEDURES**

Regular “rounds” of the exterior of City Hall and parking areas will be made by the officers during the established shift. Rounds will be conducted either on foot or using a golf cart provided by the contractor. The golf cart must be equipped with hazard flashers and prominently labeled as a "Security" vehicle. Each officer is to make a complete round, checking all areas every half-hour. Each officer will vary the direction taken from round to round to observe as much of the metered parking as possible. Do not set a pattern that could easily be discerned by others.

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

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The Contractor shall provide all incident reports, by email, to Facilities Management staff.

In the event of any lift threatening, violent, or exceptionally dangerous situations, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call 24/7. The Supervisor/Manager will be onsite at all times during business hours and make at least one site inspection per 8-hour shift during non-business hours.

In inclement weather, the routes may be serviced either by walking or by an alternative mode of transportation, such as a scooter or other vehicle.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## **ACCESS CONTROL**

The contractor shall abide by Resolution No. 2022-097 or any subsequent Resolution.

The contractor shall track any individuals who have been deemed to be restricted from City Hall by the City Manager. If available, a picture of each individual will be hung in the security office, out of the view of the public. Security shall be provided instructions on how to handle each situation on a case by case basis.

When security is contacted by the armored vehicle staff alerting them that they are at the loading dock entrance, security personnel shall meet them at that entrance and escort them to the Utilities, Billing and Collections door off of the south hallway. When the armored vehicle staff are ready to exit the building, security personnel will escort them back out.

## **EMPLOYEE TRAFFIC**

All employees are required to scan their badge to enter City Hall, regardless of the time of day. All badges must be checked and verified. Employees entering or leaving during non-business hours must be logged in or out on the After-Hours Log. This applies to all employees, regardless of how well the Security Officer may know the employee or their status with the City. The south hallway entrance is deemed to be an employee entrance. Each employee must swipe their badge to enter. No "tailgating" is allowed, meaning one employee scanning their badge and another person walking through the entrance behind them without scanning a badge. Security will need to monitor the cameras to watch for this behavior. If noticed, security will approach the individual as quickly as possible and ask them to scan their badge. If they do not have a badge, they will be escorted to the screening area where they will be subject to full screening.

## **CONTRACTOR TRAFFIC**

The Security Officer will be notified by Facilities Management of any Contractors working in the building during non-business hours. Security Officers are required to check the identification of all Contractors entering the building to do work during non-business hours. Contractors

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performing work in the building during non-business hours are required to sign in and out on the After-Hours Log. (See **Exhibit D**)

## AFTER HOURS MEETINGS AND EVENTS

The Security Officer will be notified by email of any meetings or events being held in the building during non-business hours. The Security Officer will **not** be required to check identification or log in persons attending after-hours meetings or events. If the meeting is a public notice meeting, the main entrance of the building ("P" Street - first floor), will remain open during the duration of the meeting and all members of the public entering will be screened. The "P" Street second floor doors will be set to egress only. If the meeting is not publicly noticed, the main entrances will be locked 15 minutes after the meeting has started.

## NEWS MEDIA RELATIONS AND BUILDING ACCESS

### NEWS MEDIA RELATIONS

Representatives of the media, (press, radio and/or TV) can be expected to visit City Hall on a regular basis. Proper control of media personnel and dissemination of information is imperative.

No information should be released by the Security Officer to any representative of the news media. Only City Hall Management may release information.

### NEWS MEDIA BUILDING ACCESS

### BUSINESS HOURS

The media is authorized to enter public spaces only (Council Chambers, Public Meeting Rooms, lobbies, restrooms, etc., as described under Visitor Control), unless they are invited and escorted into an interior office area by a department or division manager, their designee, or a council member or their assistant.

The Security Officer shall not provide media access to any internal office areas without specific approval of either the Facilities Manager or the City Manager.

### NON-BUSINESS HOURS

When the building is locked down, the media is not allowed in the building except by prior arrangement when approved by the Facilities Manager, the City Manager or when they are accompanied by a department or division manager, their designee, or a council member or their assistant, and taken to the individual's work area or conference room.

When a public noticed meeting is in session, the media is authorized to enter public spaces only (Council Chambers, Public Meeting Rooms, lobbies, Restrooms), unless they are invited and escorted into an interior office area by a department or division manager, their designee, or a council member or their assistant.

If a member of the media gains unauthorized access to the building, the Security Officer will request they leave and escort them out of the building. If they refuse to cooperate, contact the

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Police Department and ask them to remove the individual(s).

## **VEHICLE CONTROL**

### **NORTHEAST RECEIVING DOCK**

Delivery trucks are permitted to enter the receiving dock area only during business hours. If possible, delivery and pick-up activity should be monitored by the Security Officer.

Only Facilities Management and ISD vehicles are permitted to enter and park in the designated parking spaces without prior approval. Delivery and Vendor vehicles will need to call Security for access to the Receiving Dock area. Security personnel are not allowed to park their personal vehicles in this area during both business and non-business hours.

### **PARKING LOT MONITORING**

During exterior patrol rounds, the Security Officer will patrol the north and south parking lots, and the "Q" Street Official City Vehicle parking zone. Any suspicious acts are to be reported to the Police Department and Facilities Management.

## **VISITOR CONTROL**

### **BUSINESS HOURS**

Visitors are allowed access to all public areas in the building. The public areas are:

- First, second, third and fourth floor lobbies
- Public counter areas in Human Resources (Personnel), Utilities, Business Tax, Development, Code Enforcement, Parking and Traffic.
- Reception rooms of the Mayor/Council/Manager, City Attorney, City Clerk, Finance Administration, Development Administration, and Public Works Administration
- Cafe and Cafe Bar Annex
- Council Chambers during public meetings.

Visitors are not allowed in any other areas unless specifically authorized or escorted by an authorized City employee from that area.

The Security Officer shall be courteous when dealing with visitors, giving directions and assistance whenever necessary and shall comply with requests made by City staff to monitor suspicious persons.

### **NON-BUSINESS HOURS**

No visitors or relatives are allowed in City Hall after regular business hours unless attending a City meeting, public meeting or event (See Access Control - After Hours Meetings), or specifically authorized or escorted by an authorized City Hall representative.

It is the responsibility of the Security Officer to log all visitors and employees authorized to enter the building during nonbusiness hours.

Anything that appears to be suspicious is to be reported to your Field Supervisor and/or the Police Department immediately.

## **SAFETY/SECURITY ROUNDS**

Security checkpoints will be established throughout City Hall to protect City Hall against fire, theft, vandalism, and unauthorized entry. The Security Officers are to make a complete round checking all security checkpoints.

On the first round of each shift, the Security Officer should personally check all designated doors to make certain they are properly secured. When making rounds, take your time and be thorough.

The Security Officer should look for all possible fire and safety hazards, equipment left running, or anything out of the ordinary.

If any incident occurs causing the Security Officer to miss several checkpoints or a complete round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request that relief be provided.

All breaks and lunches are to be taken in the Security office or in the Snack Bar or the Snack Bar Annex. No food or drink is to be consumed during safety rounds or in the screening area.

Absolutely no smoking in the building by anyone.

Security officers are prohibited from having portable televisions or radios and from using cell phones for personal phone call or texts while on duty.

## **SPECIAL INSTRUCTIONS**

### **PETS OR ANIMALS**

No pets or animals are allowed in the building except Service Animals, unless specifically authorized by Facilities Management. When engaging a person with a possible service animal, only the following two questions may be asked:

1. Is this a service animal required for a disability?
2. What work or task is the animal trained to perform?

Do not ask for certification or proof of training.

### **CITY COUNCIL MEETINGS**

Various concerned groups, organizations and individuals, as well as the press, monitor City meetings and business. These people should be treated with courtesy at all times. However, if a disturbance is caused by anyone, take the following action:

#### **IF IN THE AUDIENCE:**

1. Make your presence known and ask the parties to please keep their voices down.
2. If they comply, back off, continue to observe them, but do nothing to aggravate the parties.
3. If they do not comply, ask them again to cooperate, or they will be asked to leave the building.

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4. If you feel that the person or persons may become violent, or if they refuse to cooperate and continue to create a public disturbance, immediately notify your Field Supervisor and the Police Department.

On days where Council meetings are being held, a guard is required to be posted at the second-floor glass doors for the entirety of the meeting. The doors are to be set to egress only, barrier will be moved, and the guard will ensure that nobody enters through those doors.

## **COUNCIL CHAMBERS**

The Council Chambers will remain locked at all times unless Council is in session, a meeting is being held, or a tour group is being escorted through the Chambers by the Security Officer or other person authorized to conduct tours through the Chambers. There is no food or drinks allowed in Council Chambers. If you see someone with food or a drink, make them aware of the rule and ask them to remove it from the room.

## **COUNCIL CHAMBER BALCONY**

The Council Chamber Balcony, which is accessed from the third-floor lobby, will remain locked at all times unless requested by the City Manager, Mayor, City Clerk, or Facilities Management. Normally, the balcony is only unlocked for overflow meetings, Council meetings, or when the City conducts building tours.

## **PANIC BUTTONS**

The public counters have panic buttons installed which employees are directed to use in case of an emergency. When activated, the panic button will show in the security office and immediately contact Fresno Police Department for response. If a Security Officer is notified an employee accidentally pressed the panic button, they shall immediately contact Fresno Police Department to cancel the call. A Security Officer shall then reset the button.

## **PROPERTY REMOVAL CONTROL**

No one is allowed to remove City property or City records from City Hall without proper authorization. Employees and citizens are authorized to remove their own personal belongings.

If the Security Officer has reason to believe a person may be removing City property, they should challenge the person, asking persons identification and who authorized the removal of the item. This information and a description of the item(s) should be recorded on an Incident Report Form and City Hall management notified.

If the Security Officer has sufficient reason to believe that the person is not authorized to remove the item(s), they should attempt to detain the person immediately notifying Facilities Management, and, if necessary, the Police Department. The use of tactfulness and good judgment is extremely important. Give the person every reasonable opportunity to show they are authorized to remove the property, including calling other City officials to confirm authorization for removal.

## **MAPS AND CHARTS TO BE PROVIDED**

1. Floor diagrams indicating locations of all fire extinguishers.

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2. Floor diagrams indicating any electrical or shutoff for gas or electrical panels.
3. Evacuation routes for each floor.
4. Exterior door locations and designations.
5. Fire alarm panel instructions.
6. Telephone system instructions.
7. Emergency Call List showing emergency notification extension numbers and home telephone numbers of key City personnel.

## **ENERGY CONSERVATION**

City Hall is an energy efficient building designed to save on energy and utility costs.

To maximize the building's energy efficiency and to avoid unnecessary energy costs, the Security Officer is required to monitor the buildings lighting levels, turning off all lights (key switched and display case lights) after business hours.

The building is equipped with "emergency lights" which stay on for 24 hours. The light level provided by the emergency lights is sufficient for conducting security rounds.

## **INVOICING**

Invoices for this part of the security contract should specifically reference "City Hall" and should be sent to:

City of Fresno  
Facilities Management Division  
Attn: Accounts Payable  
2101 G Street, Building C  
Fresno, CA 93706



**Section III – Santa Fe Depot Station**

Santa Fe Depot Station is a two-story structure located at 2650 Tulare Street, Fresno Ca. The City leases to AMTRAK 6,500 square feet of space and Greyhound 1,953 square feet of space on the first floor of the Station for the operation of a rail passenger station, a bus passenger station and related business operations, including ticketing, waiting area for passengers, related mail, package, baggage, and express services and office, mechanical and/or engineering facilities, connecting bus service and operations incidental to AMTRAK’s and Greyhound’s businesses.

AMTRAK normal business hours are 6:00AM to 10:00PM, Monday through Sunday. Greyhound normal business hours are 12:00AM to 11:59PM Monday through Sunday.

The City wishes to provide security patrol services primarily for the portion of the property which is not leased to AMTRAK or Greyhound; including security services for “Common Areas” to ensure the safety and well-being of the facility, its employees, and the public. The common areas of use between the City and AMTRAK include sidewalks, plazas, driveways, and other public portions of the property delineated as “Common Area” on **Exhibit E**. The City also wishes to provide patrol services for the Promenade Lot, which is located next to the Santa Fe Depot Station, across the railroad tracks. Regular “rounds” of the Santa Fe Depot Station and Promenade parking lot will be made by the officers during the established shift. The patrol services will be conducted either on foot or using a golf cart provided by the contractor. The golf cart must have a capacity for up to four individuals and comply with California Vehicle Code CVC 21115.1. Additionally, it must be equipped with hazard flashers and prominently labeled as a "Security" vehicle. Each officer is to make a complete round, checking all areas every half-hour.

**ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system at Santa Fe Depot Station and in the Promenade lot in order to verify regular security patrol rounds and work times of their Security Officers. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

Each Security Officer shall report to the Security office in City Hall, properly uniformed and ready to begin work at the beginning of the assigned work shift.

The proposed shifts and number of security employees assigned to perform Services at Santa Fe Depot Station shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
Santa Fe Depot	Monday - Sunday	22:00 - 07:00	1

The Contract Administrator shall have the right to increase or decrease the required minimum



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number of weekly work hours by providing written notification to the Contractor.

## **CITY OF FRESNO HOLIDAYS**

The Contractor will observe the City Holiday Schedule as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day Veteran's Day Thanksgiving Day
- Day after Thanksgiving Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

## **SAFETY/SECURITY ROUNDS**

Security services shall be performed by foot patrol or by golf cart to protect Santa Fe Depot Station and the Promenade Lot against fire, theft, vandalism, unauthorized entry, and keep unauthorized people off property. The Security Officers shall consistently patrol the property during the work shift. On patrol rounds, the Security Officer should personally check all designated doors to make certain they are properly secured. When making rounds, take your time and be thorough. The Security Officer should look for all possible fire and safety hazards, equipment left running, or anything out of the ordinary.

Patrol rounds will be for exterior patrol.

If any incident occurs causing the Security Officer to miss a patrol round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request that relief be provided.

No food or drink is to be consumed during safety rounds.

Absolutely no smoking while on duty.

Security officers are prohibited from having portable televisions or radios and from using cell phones for personal phone calls or texts while on duty.

## **PROCEDURES**

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, by email, to Facilities Management staff.

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In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

### **AFTER-HOURS ESCORT SERVICE**

Periodically, the Security Officer may be requested to escort a City or AMTRAK employee to their vehicle. The Security Officer should make every effort to do so if the service can be provided without adversely affecting other security activities.

### **INVOICING**

Invoices for this part of the security contract should specifically reference "Santa Fe Depot" and should be sent to:

City of Fresno  
Facilities Management Division  
Attn: Accounts Payable  
2101 G Street, Building C  
Fresno, CA 93706

**Section IV – Artwork Surveillance**

The City wishes to provide security patrol services to protect various works of art and fountains along the Fulton Mall, Mariposa Plaza, and the Fresno Convention Center to prevent fire, theft, and vandalism. Regular “rounds” of Fulton Mall, Mariposa Plaza, and the Fresno Convention Center will be made by the officer during the established shift. The patrol services will be conducted using a patrol vehicle provided by the contractor and clearly identified as a “Security” vehicle. Each officer is to make a complete round, checking all areas.

**ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system in order to verify regular security patrol rounds and work times of their Security Officers. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

Each Security Officer shall report to the Security office in City Hall, properly uniformed and ready to begin work at the beginning of the assigned work shift.

The proposed shifts and number of security employees assigned to perform services at Fulton Mall, Mariposa Plaza, and the Fresno Convention Center shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
Fulton Mall, Mariposa Plaza, & Convention Center	Monday - Sunday	Sunset to Sunrise	1

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

**CITY OF FRESNO HOLIDAYS**

The Contractor will provide services on all official holidays unless notified in writing by Contract Administrator.

**SAFETY/SECURITY ROUNDS**

Security services shall be performed by vehicle patrol to protect the artwork and fountains at the Fulton Mall, Mariposa Plaza, and the Fresno Convention Center against fire, theft, vandalism, unauthorized entry, and keep unauthorized people off property. The Security Officers shall consistently patrol the property during the work shift. On patrol rounds, the Security Officer should personally check all artwork to make certain they are properly secured. When making rounds, take your time and be thorough. The Security Officer should look for all possible

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fire and safety hazards, or anything out of the ordinary.

Patrol rounds will be for exterior patrol.

If any incident occurs causing the Security Officer to miss a patrol round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request that relief be provided.

No food or drink is to be consumed during safety rounds.

Absolutely no smoking while on duty.

Security officers are prohibited from having portable televisions or radios and from using cell phones for personal phone calls or texts while on duty.

## **PROCEDURES**

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, by email, to Facilities Management staff.

In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## **INVOICING**

Invoices for this part of the security contract should specifically reference "Artwork Surveillance" and should be sent to:

City of Fresno  
Facilities Management Division  
Attn: Accounts Payable  
2101 G Street, Building C  
Fresno, CA 93706

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## Section V – PARCS Department

The City of Fresno Department of Parks, After-School, Recreation and Community Services (PARCS) oversees more than 80 parks, 20 community centers, and 10 city pools, collectively spanning 1,500 acres of open space.

The City's wishes to provide security to ensure the safety and well-being of the facility, its employees, and the public.

PARCS has designated a total of 50 park sites for clearing and securing services. Among those sites include 43 parks, 2 overlooks, 5 basins, and 2 electrical vehicle (EV) charging stations. Additionally, there is a need for after-hours patrolling services at each of its three (3) regional parks. (See Exhibit G).

### ELECTRONIC TOUR MONITORING SYSTEM

The Contractor will provide and install a computer based electronic tour monitoring system at PARCS in order to verify regular security patrol rounds and work times of their Security Officers. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

### SHIFT ASSIGNMENTS

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

The proposed shifts and number of security employees assigned to perform services at various PARCS locations shall be as follows unless otherwise approved in writing by the City:

**See Exhibit G – PARCS Locations for detailed breakdown of services.**

Posts	Days of Operation	Shift Hours	Guards
Woodward Park	Monday - Sunday	01:00 – 04:30	1
Roeding Park	Monday - Sunday	01:00 – 04:30	1
Regional Sports Complex	Monday - Sunday	01:00 – 04:30	1
Clear Site and Secure Gates, Restrooms, and EV Charging Stations at 50 parks	Monday - Sunday	22:00 - 01:00	3
Clear Site, Secure Gates, and Restrooms at 2 park overlooks	Monday - Sunday	20:00 - 22:00	
Clear Site, Secure Gates, and Restrooms at 5 basins (Seasonal)	Monday - Sunday	20:00 - 22:00	
Clear Site and Secure Gates, Restrooms, and EV Charging Stations at 12 park sites	Monday - Sunday	20:00 - 22:00	
Warming and Cooling Centers	Monday – Sunday	Varies	Varies

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

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Park Facilities Alternates – PARCS may ask for on-demand services.

The City of Fresno PARCS Department may call for patrol or security service for park special events or programming on an as-needed basis.

## **CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for PARCS locations.

The Contractor will observe the City Holiday Schedule as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day Veteran's Day Thanksgiving Day
- Day after Thanksgiving Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

## **SAFETY/SECURITY ROUNDS**

Security services shall be performed by foot or vehicle patrol to protect PARCS locations against fire, theft, vandalism, unauthorized entry, and keep unauthorized people off property. The Security Officers shall consistently patrol the property during the work shift. On patrol rounds, the Security Officer should lock entry gates, restrooms, and personally check all designated doors to make certain they are properly secured. When making rounds, take your time and be thorough. The Security Officer should look for all possible fire and safety hazards, equipment left running, or anything out of the ordinary.

Regular "rounds" of the various PARCS locations will be made by the officers during the established shifts. The patrol services will be conducted either on foot or by vehicle patrol. Each officer is to make a complete round, checking all areas every half-hour.

Patrol rounds will be for exterior patrol.

If any incident occurs causing the Security Officer to miss a patrol round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request that relief be provided.

No food or drink is to be consumed during safety rounds.

Absolutely no smoking in the building or during rounds by anyone.

Security officers are prohibited from having portable televisions or radios or using a cell phone for personal calls or texts while on duty.

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## PROCEDURES

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, complaints, and issues by email, to Facilities Management staff, the respective Area Manager, and [PARCSContracts@fresno.gov](mailto:PARCSContracts@fresno.gov).

The Contractor will provide **daily** completion reports of securing and patrolling services via email to the respective Area Managers.

In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## INVOICING

Invoices for this part of the security contract should specifically reference "PARCS" and be invoiced by each park location. Additionally, each invoice should be sent to the respective Area Manager and:

[PARCS.payables@fresno.gov](mailto:PARCS.payables@fresno.gov)

OR

City of Fresno  
Department of PARCS  
Attn: Accounts Payable  
1515 E. Divisadero St.  
Fresno, CA 93721

**Section VI – Fresno Police Department**

The Fresno Police Department Headquarters is located at 2323 Mariposa Mall. The property also includes the City Hall Annex located at 2326 Fresno Street and the fenced parking lot between the two addresses. This property is bordered by “M” Street to the west and “N” Street to the east. In total, the property is half a city block and measures approximately 3 acres.

These two buildings are occupied 24/7 by support civilian staff such as the 911 Communications Center, Records Bureau, the CSI Unit, and Personnel. All have various work hours. Sworn officer personnel come and go from the property 24/7, but the bulk of sworn personnel that do work within these buildings are on traditional Monday-Friday daytime hours with weekends off.

The City wishes to provide security for this site to ensure the safety and well-being of the facilities, employees, equipment and public.

The City of Fresno will provide access to onsite restrooms which have been identified as unlocked restrooms located on the second floor of police headquarters.

The City of Fresno will also provide a key fob to gain access to the main doors of the Police Headquarters and the Police Annex building. This key fob is to be kept inside a lock box, accessed by Security personnel only. The lock box has been located on the exterior wall next to the double doors in the lower ground service ramp area (known as the sally port) of the police headquarters. Contractor will supply the lock box at their expense.

**ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system at the Fresno Police Headquarters in order to verify regular security patrol rounds and work times of their Security Officers. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

Each Security Officer shall report to the Police Headquarters parking lot, properly uniformed and ready to begin work at the beginning of the assigned work shift.

The proposed shifts and number of security employees assigned to perform services at the Fresno Police Headquarters shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
Police Headquarters	Monday - Sunday	20:00 - 08:00	1

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.



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## **CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for the Fresno Police Headquarters.

The Contractor will observe the City Holiday Schedule as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day Veteran's Day Thanksgiving Day
- Day after Thanksgiving Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

## **SAFETY/SECURITY ROUNDS**

Areas of concern and PD Civilian entry/exits points will be identified, viewed, and explained to Security personnel and supervisors during walk through with Fresno PD personnel.

Security's main focus is to provide a high visibility security presence and provide oversight escort to civilian personnel who park outside the properties of Police Headquarters & the City Hall Annex and walk to these buildings. Security should be visible on "N" Street near the main points of access by our civilian personnel before and after these shifts. The following shift times have been identified and agreed upon:

- "A" Shift start 0300 hours
- "B" Shift start 0700 hours
- "C" Shift end 2130 hours
- "D" Shift end 2330 hours
- "E" Shift end 0330 hours
- "F" Shift start 2100 hours and end 0730 hours.

In addition, Security Officers should look for all possible fire and safety hazards, equipment left running, or anything out of the ordinary, and help protect against theft, vandalism, and turn away any unauthorized persons attempting to enter the property or attempting to enter the lower service area (known as the sally port). Any suspicious acts or suspicious vehicles are to be reported to the Fresno Police Department at the dispatch supervisor's number provided at (559-621-2250) or if the situation rises to the level of an emergency they should call 911 emergency services.

The FPD Records Department located at police headquarters will be responsible for opening and closing (unlocking/locking) their main public access door located on the Mariposa Mall side of police headquarters. Public access to the Records counter is Monday – Friday from 0730 hours – 1430 hours and is closed on weekends and all city holidays.

Security Officers are responsible for checking this door during non-operational hours. All other exterior doors to Police Headquarters and the City Hall Annex should be locked upon entry/exit

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by police personnel. Security Officers are responsible for checking all exterior doors during their shift when not performing main security tasks.

Periodically, the Security Officer may be requested to escort a Police Department employee to their vehicle. The Security Officer should make every effort to do so if the service can be provided without adversely affecting other security activities.

Patrol rounds will be for exterior patrol.

If any incident occurs causing the Security Officer to miss a patrol round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request that relief be provided.

No food or drink is to be consumed during safety rounds.

Absolutely no smoking in the building or during rounds by anyone.

Security officers are prohibited from having portable televisions or radios or using a cell phone for personal calls or texts while on duty.

## **PROCEDURES**

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, by email, to Facilities Management staff and Fresno Police Department staff.

In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## **INVOICING**

Invoices for this part of the security contract should specifically reference "Fresno Police Headquarters" and should be sent to:

[PD.Payables@fresno.gov](mailto:PD.Payables@fresno.gov)

OR

City of Fresno  
Fresno Police Department  
Attn: Fiscal Affairs Bureau  
P.O. Box 1271  
Fresno, CA 93715

**Section VII – Capital Projects Department**

The Capital Projects Department occupies 37,051 square feet of office space located at 747 R Street, in Downtown Fresno. Normal business hours are 7:00 AM to 5:00 PM, Monday through Friday. The City wishes to provide security for the Capital Projects Department to ensure the safety and well-being of the facility, its employees, and the public.

**ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system at the Capital Projects Department in order to verify regular security patrol rounds and work times of their Security Officers. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

The proposed shifts and number of security employees assigned to perform services at the Capital Projects Department shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
747 R Street	Monday - Friday	15:30 - 18:30	1

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

**CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for the Capital Projects Department.

The Contractor will observe the City Holiday Schedule as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

**SAFETY/SECURITY ROUNDS**

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Security services shall be performed by foot patrol to protect the Capital Projects Department parking area against fire, theft, vandalism, unauthorized entry, and keep unauthorized people off property. The Security Officers shall consistently foot patrol the property during the work shift. When making rounds, take your time and be thorough. The Security Officer should look for all possible fire and safety hazards, equipment left running, or anything out of the ordinary.

Patrol rounds will be for exterior patrol.

If any incident occurs causing the Security Officer to miss a patrol round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request that relief be provided.

No food or drink is to be consumed during safety rounds.

Absolutely no smoking in the building or during rounds by anyone.

Security officers are prohibited from having portable televisions or radios or using a cell phone for personal calls or texts while on duty.

## **PROCEDURES**

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, by email, to Facilities Management staff.

In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## **INVOICING**

Invoices for this part of the security contract should specifically reference "Capital Projects Department" and should be sent to:

City of Fresno  
Capital Projects Department  
Attn: Accounts Payable  
747 R Street, 2<sup>nd</sup> Floor  
Fresno, CA 93721

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**Section VIII – DPU O&M Facility**

The Department of Public Utilities Operations and Maintenance Facility (O&M Facility) is 1 large building with a small out-building on 14.8 acres of property with equipment and trucks. Normal business hours are 7:00AM to 5:00PM, Monday through Friday. The City wishes to provide security for the O&M Facility to ensure the safety and well-being of the facility, its employees, and the public.

**ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system at the O&M Facility in order to verify regular security patrol rounds and work times of their Security Officers. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

The proposed shifts and number of security employees assigned to perform services at the O&M Facility shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
1626 E Street	Monday - Sunday	All Day	1

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

**CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for the O&M Facility.

The Contractor will observe the City Holiday Schedule as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

**SAFETY/SECURITY ROUNDS**

Security services shall be performed by foot patrol (golf cart acceptable) to protect the O&M Facility against fire, theft, vandalism, unauthorized entry, and keep unauthorized people off property. The Security Officers shall consistently foot patrol the property during the work shift. On patrol rounds, the Security Officer should personally check all designated doors to make

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certain they are properly secured. When making rounds, take your time and be thorough. The Security Officer should look for all possible fire and safety hazards, equipment left running, or anything out of the ordinary.

Patrol rounds will be for exterior patrol.

If any incident occurs causing the Security Officer to miss a patrol round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the Field Supervisor and request that relief be provided.

No food or drink is to be consumed during safety rounds.

Absolutely no smoking in the building or during rounds by anyone.

Security officers are prohibited from having portable televisions or radios or using a cell phone for personal calls or texts while on duty.

## **PROCEDURES**

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, by email, to Facilities Management staff.

In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## **INVOICING**

Invoices for this part of the security contract should specifically reference "DPU O&M Building" and should be sent to:

City of Fresno  
Department of Public Utilities  
Attn: Martin Wendels  
1626 E Street  
Fresno, CA 93706

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**Section IX – DPU Water Division**

The Department of Public Utilities Water Division is 7 buildings on 4.5 acres of property with equipment, trucks and adjacent utility structure. Normal business hours are 7:00 AM to 5:00 PM, Monday through Friday. The City wishes to provide security for the Water Division to ensure the safety and well-being of the facility, its employees and the public.

**ELECTRONIC TOUR MONITORING SYSTEM**

The Contractor will provide and install a computer based electronic tour monitoring system at DPU Water Division in order to verify regular security patrol rounds and work times of their Security Officers. A “Detex Clock and Key” type system is not an acceptable level of monitoring.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

The proposed shifts and number of security employees assigned to perform services at Water Division shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
Water Division	Monday - Friday	17:00 - 05:30	1
Water Division	Saturday & Sunday	05:30 - 06:00	1
Leaky Acres	Monday – Sunday	17:30 – 06:00	1

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

**CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for the Water Division.

The Contractor will observe the City Holiday Schedule as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Easter
- Memorial Day
- Independence Day
- Labor Day Veteran’s Day Thanksgiving Day
- Day after Thanksgiving Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

**SAFETY/SECURITY ROUNDS**

Security services shall be performed by foot patrol to protect DPU Water Division against fire, theft, vandalism, unauthorized entry, and keep unauthorized people off property. The Security Officers shall consistently foot patrol the property during the work shift. On patrol rounds, the



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Security Officer should personally check all designated doors to make certain they are properly secured. When making rounds, take your time and be thorough. The Security Officer should look for all possible fire and safety hazards, equipment left running, or anything out of the ordinary.

Patrol rounds will be for exterior patrol.

If any incident occurs causing the Security Officer to miss a patrol round, give a full explanation in the Daily Report. If the Security Officer is unable to make a round due to illness or injury, call the On-Call Supervisor and request that relief be provided.

No food or drink is to be consumed during safety rounds.

Absolutely no smoking in the building or during rounds by anyone.

Security officers are prohibited from having portable televisions or radios or using a cell phone for personal calls or texts while on duty.

## **PROCEDURES**

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, by email, to Facilities Management staff.

In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## **INVOICING**

Invoices for this part of the security contract should specifically reference "Water Division" and should be sent to:

City of Fresno  
Water Division  
Attn: Juan Rios  
1910 East University Ave.  
Fresno, CA 93703



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**Section X – DPU Wastewater Treatment Facility**

**Services for this Section will begin May 5, 2025.**

The Department of Public Utilities Wastewater Treatment Facility is seeking security services to be assigned to the Guard Booth and review and document all visitors’ state or federal identification and will maintain a database of this information. Normal business hours are 7:00AM to 4:00PM, Monday through Friday, but the Guard Shack will be staffed from 5:00AM to 9:00PM Monday through Sunday.

**SHIFT ASSIGNMENTS**

The Contractor shall assign its employees to shifts for the performance of services in accordance with the Minimum Requirements as defined in the Technical Specifications.

The proposed shifts and number of security employees assigned to perform services at the DPU Wastewater Treatment Facility shall be as follows unless otherwise approved in writing by the City:

Posts	Days of Operation	Shift Hours	Guards
5607 W Jensen	Monday - Sunday	05:00 – 21:00	1

The Contract Administrator shall have the right to increase or decrease the required minimum number of weekly work hours by providing written notification to the Contractor.

**CITY OF FRESNO HOLIDAYS**

Security services for holidays will be required for the DPU Wastewater Treatment Facility.

The Contractor will observe the City Holiday Schedule as follows:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Contractor will provide services on other official holidays if notified in writing by Contract Administrator.

**SAFETY/SECURITY ROUNDS**

Enforce and ensure compliance with the Wastewater Management Division Visitor Policy. The most current version can be found in **Exhibit F**.

Monitor and operate security surveillance camera system and take appropriate action to ensure the safety of all authorized individuals present at the Wastewater Treatment Facility. Regulate

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activities in the monitored parking lots to assist in the prevention of theft and/or vandalism.

Ensure Facility staff utilizes employee badges when entering and exiting the Facility. Provide and document the issuance of temporary employee badges in a manner similar to Visitor badges. Report excessive temporary badge use (3 instances) to the Wastewater Treatment Facility Security Manager.

Absolutely no smoking in the building or during rounds by anyone.

Security officers are prohibited from having portable televisions or radios or using a cell phone for personal calls or texts while on duty.

## **PROCEDURES**

The officer should report any unusual occurrence including property damage, thefts, or acts of vandalism. Any such incident should be observed and immediately reported to the Supervisor on duty, who should immediately contact the Fresno Police Department and report the criminal act in progress.

The Contractor shall provide all incident reports, by email, to Facilities Management staff.

In the event of any life threatening, violent, or exceptionally dangerous situation, contact the Fresno Police Department immediately.

The Contractor will have a supervisory or management employee available on-call during the entire shift.

Special instructions may be issued from time to time.

The City reserves the right to have officers replaced who do not meet dress and attitude standards. The City's decision will be final.

## **INVOICING**

Invoices for this part of the security contract should specifically reference "DPU Wastewater Treatment Facility" and should be sent to:

[Wastewater.Payables@fresno.gov](mailto:Wastewater.Payables@fresno.gov)

OR:

City of Fresno  
Wastewater Management Division  
Attn: Accounts Payable  
5607 W. Jensen Ave.  
Fresno, CA 93706

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## VI – EXHIBITS

Exhibit A – Map of the Municipal Services Center





## Exhibit B – Policy on Drug and Substance Abuse



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### ADMINISTRATIVE ORDER NUMBER 2-25

### SUBJECT: Policy on Drug and Substance Abuse

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**Responsible Department:** Personnel Services

**Date Issued:** September 1, 2000

**Date Revised:** December 15, 2015; September 13, 2019

**Approved:** *(Signature on File)*

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#### Purpose

To establish a City-wide policy regarding the misuse or distribution and use of drugs and alcohol for job applicants and on-duty employees in the City of Fresno. This policy is intended to address both illicit and prescription medications that may be used by job applicants and City employees during the course and scope of their employment which may impair judgment and the safe operation of vehicles and machinery.

In addition to the provisions of this policy, employees who are identified as "safety sensitive" by the Federal Department of Transportation are subject to additional rules and regulations. Employees in these categories are subject to the City's respective policy statements which cover these issues in greater detail. Employees requesting additional information on these policies are directed to 49 CFR Part 655 (FTA) and 49 CFR Part 382 (FMCSA) in association with 49 CFR Part 40. Employees may also contact the Risk Management Division in the Personnel Services Department for assistance.

#### Policy

The City of Fresno is committed to protecting the health and safety of individual City employees, their co-workers, and the public from the hazards caused by the misuse of drugs and alcohol by its employees.

#### Application

1. This policy applies to all employees noted above and to all applicants for positions with the City of Fresno. This policy applies to alcohol and to all substances, drugs or medications, legal or illegal, which could impair an employee's ability to perform the functions of the job effectively and safely.
2. This policy is not intended to apply to emergency services employees who may be exposed to alcohol or other controlled substances during the course of their assigned duties.

#### Policy Rules

1. An employee shall not work or report to work on City property under the influence of any drug, alcohol, or medication that impairs their ability to safely and efficiently perform the required duties of the position.

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2. Employees shall be subject to disciplinary action up to and including termination upon the City's notice of a verified positive drug test result, an alcohol concentration which exceeds .02, or if they refuse to submit to a drug and/or alcohol test.
3. An employee shall not purchase, possess, use, sell, furnish, or be under the influence of any illegal drug, alcohol, or controlled substance (as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 801-12) as further defined by 21 CFR 1300.11 through 1300.15) during the course or performance of his/her assigned duties. (Exception: Employees may participate in City sponsored functions, department employee fundraisers, or promotional activities where alcohol may be served or purchased.) Employees who are designated as "safety-sensitive" may be precluded from participating in these activities and are referred to the respective policies mentioned previously in this document.

An employee shall not purchase, possess, use, be under the influence of, sell, or furnish any prescription drug during assigned work hours, while on duty, while on City property, or while using City equipment unless:

- a. The prescription was issued by authorized medical personnel and the employee follows the prescription instructions.
  - b. The employee has consulted with the prescribing physician as to the possible effects of the drug and shall have informed their supervisor if such use of the drug may affect the employee's ability to perform their duties safely.
4. An employee who reports to work and advises their supervisor of limitations or restrictions resulting from a prescription or over-the-counter drug may be assigned less than the full range of duties at the sole discretion of the supervisor for that work day. Employees will not be subject to disciplinary action through compliance with this procedure.
  5. An off-duty employee shall not utilize City employment to facilitate the sale, purchase, or distribution of any illegal drug or controlled substance.
  6. Upon a showing of just cause, a representative(s) of the City may, in the presence of the employee or the employee's representative, or after the employee has been given the opportunity to designate a representative, search all areas and property over which the City maintains joint or full control with the employee. For this reason, employees are discouraged from bringing personal items to work unless such items are necessary to their employment with the City.

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7. An employee, within five (5) calendar days, must report to the appointing authority any criminal conviction for drug-related activity in the workplace.
8. Department Directors may promulgate additional rules in accordance with this policy and appropriate to the work requirements and responsibilities of their employees.

Such additional rules shall be subject to Government Code Section 3500 et. Seq. and other applicable laws, rules, and regulations.

### **Terms / Definitions**

1. Drug: An illegal drug, an over-the-counter drug, or a prescription drug.
2. Furnish or Furnished: Does not include furnishing which occurs in the course of legitimate law enforcement activities.
3. Industrial or Vehicle Accident:
  - a. "Industrial Injury" is an injury that arises out of and during the course of an individual's employment.
  - b. "Vehicle Accident" is an occurrence associated with the operation of equipment or a motor vehicle that is owned by, or leased to, the City, including an employee's personal vehicle used for City business.
4. Illegal Drug: A controlled substance, as defined by state or federal law, that has not been obtained in accordance with the regulations promulgated to administer its distribution, or a drug that has not been assigned an FDA number.
5. Over-the-Counter Drug: A drug lawfully available for retail purchase without a prescription.
6. Possess or Possessed: Does not include possession that occurs in the course of legitimate law enforcement activities.
7. Prescription Drug: A drug lawfully available for retail purchase only with a valid prescription which is specifically written for the employee's personal use.
8. Purchase or Purchased: Does not include a purchase that occurs in the course of legitimate law enforcement activities.
9. Reasonable Suspicion: Reasonable suspicion shall exist when two supervisors and/or managers who are trained in the detection of drug and/or alcohol use, and can articulate and substantiate in writing specific behavioral, performance, or contemporaneous physical indicators of being under the influence of drugs and/or

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alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol (See Appendix I). Suspicion is not reasonable and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable suspicion must be documented by the use of the Reasonable Suspicion Testing Checklist Form (See Appendix II).

10. Using City Equipment: Operating, or assisting in operating, equipment or a motor vehicle that is owned by or leased to the City, including an employee's personal vehicle used for City business.

### **Prior Notice of Testing Policy**

The City shall make available a copy of its Drug Policy to all employees, along with a notice that will contain the following information:

- a. The need for drug and alcohol testing;
- b. The circumstances under which testing may be required;
- c. The procedure for confirming an initial positive test result;
- d. The consequences of a confirmed positive test result;
- e. The consequences of refusing to undergo a drug and alcohol test;
- f. The right to explain a positive test result and the appeal procedures available; and
- g. The availability of drug abuse counseling and referral services.

### **Identification and Consent Procedures**

1. An employee may be required to submit promptly to drug/alcohol testing by a City selected physician or laboratory if:
  - a. The employee sustains an industrial injury and there exists reasonable suspicion the employee is impaired or under the influence of drugs and/or alcohol.
  - b. The employee, while using City equipment, is involved in an accident wherein the employee's individual action, or lack thereof, provides reasonable suspicion that the employee is impaired or under the influence of drugs and/or alcohol.



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- c. The management or supervisory employee has reasonable suspicion that the employee is impaired or under the influence of drugs or alcohol in violation of this policy (See Appendix I for guidelines.)
2. If two trained supervisors and/or managers believe that there is reasonable suspicion for a drug/alcohol test, the following procedures shall be used:
  - a. The employee shall be immediately informed of the suspicions and advised that the employee may have a representative present. This notification procedure shall be documented on the Reasonable Suspicion Testing Checklist Form (Appendix II). The delay in securing such representation shall not exceed one hour from the time the employee was ordered to submit to the drug/alcohol test. The employee shall be permitted a period of time not to exceed 15 minutes in which to confer with the representative upon arrival.
  - b. A supervisor or manager shall document the specific objective factors constituting reasonable cause for the drug and/or alcohol test on the Reasonable Suspicion Testing Checklist Form.
  - c. The employee will be offered an opportunity to give an explanation of their condition, such as reaction to a prescribed drug, fatigue, etc.
  - d. Both supervisors and/or managers shall sign and date the Reasonable Suspicion Testing Checklist Form.
  - e. The employee shall be provided with a copy of the Reasonable Suspicion Testing Checklist Form upon its proper completion.
3. Before a drug and/or alcohol test is administered, employees will be asked to sign a consent form authorizing the clinic or laboratory to release the results of the testing to the Risk Management Division. The consent form shall provide space for employees and applicants to indicate current or recent use of prescription or over-the-counter medication.
4. Unless there is an objective reason to believe the employee has altered a sample, or unless modified by agreement of the parties, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.
5. A job applicant who refuses to consent to a drug and alcohol test will be denied employment with the City and will be removed from the appropriate eligible list.
6. An employee, who refuses to consent to a drug and/or alcohol test when reasonable suspicion of drug and/or alcohol use in violation of this policy has been identified, is subject to disciplinary action up to and including termination. The

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reason for the refusal shall be considered in determining the appropriate disciplinary action.

### **Drug Testing Procedures**

1. All testing will be performed by a laboratory licensed by the California Department of Health Services, Laboratory Field Services.
2. Upon being ordered to undergo drug testing, the employee shall provide a urine specimen for analysis.
3. The collection site shall obtain two samples of urine from the employee. One sample shall be forwarded to the designated laboratory for analysis and one sample shall remain at the collection site. Should the laboratory sample test positive, the employee shall have the opportunity to request that the second, or split sample, be sent to another certified laboratory for analysis. Should the second sample test negative, the test shall be reported as a negative finding. Failure to verify a positive finding on both samples shall result in an unconfirmed test and the results shall be reported as negative. (Note: Applicants and Employees who are tested under the authority of the U.S. Department of Transportation are subject to those regulations.)
4. The initial test of a urine specimen shall utilize an immunoassay technique.

The following chart shall be used when screening specimens to determine whether they are negative for the substances listed:

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<u>Initial test analyte</u>	<u>Initial test cutoff concentration</u>	<u>Confirmatory test analyte</u>	<u>Confirmatory test cutoff concentration</u>
Marijuana metabolites	50 ng/mL	THCA <sup>1</sup>	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine <sup>2</sup>	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
Hydrocodone	300 ng/mL	Hydrocodone	100 ng/mL
Hydromorphone	300 ng/mL	Hydromorphone	100 ng/mL
Oxycodone	100 ng/mL	Oxycodone	100 ng/mL
Oxymorphone	100 ng/mL	Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines <sup>3</sup>			
AMP/MAMP <sup>4</sup>	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine <sup>5</sup>	250 ng/mL
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/mL	MDMA	250 ng/mL
		MDA	250 ng/mL

Table 1 - Substances and Their Detection Levels in Urine Specimens

<sup>1</sup>For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

*Immunoassay:* The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

*Alternate technology:* Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, D-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>3</sup> *Alternate technology (THCA and Benzoyllecgonine):* When using an alternate technology initial test for the specific target analytes of THCA and Benzoyllecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoyllecgonine).

<sup>4</sup> Methylenedioxymethamphetamine (MDMA).

<sup>5</sup> Methylenedioxyamphetamine (MDA).

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5. All specimens identified as positive on the initial test shall be confirmed utilizing the gas chromatography/mass spectrometry (GC/MS) technique. All information shall be by quantitative analysis.
6. If the testing procedures confirm a positive result, the employee or applicant shall be notified of the results in writing by the Personnel Services Director or designee.
7. An employee or job applicant whose confirmation test results are positive shall be allowed to have a portion of the sample assayed by a confirmation test performed independently by a laboratory of the employee's or applicant's choice at the employee's or applicant's expense, provided that the laboratory chosen by the employee or applicant is licensed by the California Department of Health Services, Laboratory Field Services.
8. All specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one year by the laboratory contracted by the City, and made available for retest as part of any administrative proceedings.
9. All information from an employee's or applicant's drug and alcohol test is confidential for purposes other than determining whether the City policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed. The record of unconfirmed positive test results shall be destroyed by the testing laboratory.

### **Testing for Alcohol**

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol. Employees are cautioned against the use of various medications or remedies that may contain alcohol.

Alcohol testing is performed through the use of an evidential breath test which measures the amount of alcohol concentration in the individual's system. In order to perform the test, the employee will be asked to provide a breath sample into the device which then calculates the extent of alcohol concentration. The machines used to perform these tests are required to be calibrated and the operators are required to undergo training and testing. Refusal to submit to a required alcohol test is a violation of this policy and the employee shall be removed from performing work duties and subject to disciplinary action as discussed below.

Breath Alcohol Test (BAT) results of .02 or greater will be treated as a positive test result.



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### **Consequences for Violating the Rules and Provisions of This Policy**

1. Applicants: Job applicants will be denied employment with the City if their initial positive test results have been confirmed. Applicants shall be informed in writing if they are rejected on the basis of a confirmed positive drug test result.
2. If an employee is ordered to provide a urine specimen for drug testing and/or perform an evidential breath test for alcohol testing purposes, the employee may refuse. Such refusal shall constitute insubordination and subject the employee to disciplinary action up to and including termination from City employment.
3. If an employee takes an evidential breath test and the Breath Alcohol Test results are .02 or greater, the employee is subject to disciplinary action up to and including termination.
4. Employees reasonably believed to be under the influence of alcohol or drugs shall be prohibited from engaging in work and shall not be allowed to operate or utilize any City equipment. Employees found in violation of a direct order issued by a supervisor or manager in implementing this policy are subject to disciplinary action up to and including termination.
5. If an employee's positive test result has been confirmed, the employee is subject to disciplinary action up to and including termination. Among factors to be considered in determining the appropriate disciplinary response include the nature and requirements of the work, length of employment, current job performance, and the history of past disciplinary actions.
6. If the results of the testing are negative, then the employee shall be made whole for all lost time, not including unscheduled overtime.

### **Employee Training**

The City of Fresno will establish a Drug Free Awareness program which will inform employees about (1) the dangers of alcohol and drug abuse in the workplace; (2) the City's policy on drug and alcohol abuse; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the City will impose for violations of its Drug and Substance Use Policy.

### **Supervisory Training**

The City shall develop a program of training to assist supervisory and managerial personnel in identifying drug and alcohol use among employees and applicants. Such training shall assist supervisors and managers in identifying factors that constitute reasonable suspicion for drug and/or alcohol testing and shall include a detailed explanation of the City's Drug and Substance Use Policy.

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### **Employee Assistance Program**

An employee who engages in drug and/or alcohol abuse is encouraged to participate in the Employee Assistance Program; however, such participation shall not relieve an employee of the obligation to follow the policy rules regarding drug and/or alcohol use. An Employee Assistance Program counselor shall not disclose information on drug and/or alcohol abuse received from an employee, except for the compilation of anonymous statistical reports.

## **MANAGEMENT GUIDELINE FOR DRUG AND ALCOHOL ABUSE TESTING**

A consensus of two managers and/or supervisors who have observed the employee or applicant may request that an employee or applicant submit to a drug and/or alcohol test when there are factors constituting reasonable suspicion leading the managers and/or supervisors trained in the detection of drug and/or alcohol use to reasonably believe the employee is intoxicated or under the influence of drugs or alcohol.

Any of the following objective factors may constitute reasonable cause:

1. Incoherent or slurred speech, disorientation, or inattention.
2. Odor of alcohol on breath.
3. Staggering gait, disorientation, or balance problem.
4. Red, watery eyes with dilated or constricted pupils
5. Dry mouth with frequent swallowing or lip wetting
6. Hand tremors.
7. High energy, agitate, talkative, paranoid, or bizarre behavior.
8. Drowsiness or detachment from physical and/or emotional pain.
9. Admission by the employee or applicant of drug and/or alcohol use in violation of this policy.

This is not an exhaustive list. There may be other objective factors which may constitute reasonable suspicion.

Any manager or supervisor requiring an employee to submit to a drug and/or alcohol analysis should document, in writing, the facts constituting reasonable suspicion that the employee or applicant in question is intoxicated or under the influence of drugs and/or alcohol.

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Appendix II

**Reasonable Suspicion Testing Checklist**

This checklist is used to determine and document reasonable suspicion of a potential violation of the City's Policy on Drug and Substance Abuse, Administrative Order 2-25. In such instances, the supervisor or manager observing the behavior with another supervisor or manager as witness must each complete a checklist. It must be completed by both prior to testing and must be used to notify the individual that they are being asked to submit to drug and/or alcohol testing.

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Name of Observed Individual (Print): \_\_\_\_\_

Employee ID#: \_\_\_\_\_

**OBSERVED INDICATORS CHECKLIST:**

**Physical Indicators:**

<b>WALKING</b> <input type="checkbox"/> Holding On <input type="checkbox"/> Stumbling <input type="checkbox"/> Unable to Walk <input type="checkbox"/> Unsteady <input type="checkbox"/> Staggering <input type="checkbox"/> Swaying <input type="checkbox"/> Falling <input type="checkbox"/> Appears Normal <input type="checkbox"/> Other _____	<b>FACE</b> <input type="checkbox"/> Red/Flushed <input type="checkbox"/> Pale <input type="checkbox"/> Sweaty  <input type="checkbox"/> Slobbering <input type="checkbox"/> Grinding Teeth <input type="checkbox"/> Dry Mouth <input type="checkbox"/> Runny Nose <input type="checkbox"/> Appears Normal <input type="checkbox"/> Other _____	<b>SPEECH</b> <input type="checkbox"/> Whispering <input type="checkbox"/> Slurred <input type="checkbox"/> Shouting <input type="checkbox"/> Incoherent <input type="checkbox"/> Silent <input type="checkbox"/> Rambling <input type="checkbox"/> Slow <input type="checkbox"/> Appears Normal <input type="checkbox"/> Other _____	<b>BREATH/ODOR</b> <input type="checkbox"/> No Alcohol Odor <input type="checkbox"/> Faint Alcohol Odor <input type="checkbox"/> Strong Alcohol Odor <input type="checkbox"/> Chemical Odor <input type="checkbox"/> Marijuana Odor <input type="checkbox"/> Breath Spray/Mouthwash <input type="checkbox"/> None <input type="checkbox"/> Mints <input type="checkbox"/> Gum <input type="checkbox"/> Candy <input type="checkbox"/> Appears Normal <input type="checkbox"/> Other _____
<b>STANDING</b> <input type="checkbox"/> Swaying <input type="checkbox"/> Feet Wide Apart <input type="checkbox"/> Rigid <input type="checkbox"/> Staggering <input type="checkbox"/> Sagging at Knees <input type="checkbox"/> Appears Normal <input type="checkbox"/> Other _____ <b>OTHER</b> <input type="checkbox"/> Admission Language (See below comment) <input type="checkbox"/> Other (See below comment)	<b>EYES</b> <input type="checkbox"/> Watery <input type="checkbox"/> Bloodshot <input type="checkbox"/> Glassy <input type="checkbox"/> Dilated <input type="checkbox"/> Closed <input type="checkbox"/> Droopy Eye Lids <input type="checkbox"/> Appears Normal	<b>MOVEMENTS</b> <input type="checkbox"/> Fumbling <input type="checkbox"/> Jerky <input type="checkbox"/> Nervous <input type="checkbox"/> Slow <input type="checkbox"/> Hyperactive <input type="checkbox"/> Appears Normal <input type="checkbox"/> Other _____	<b>APPEARANCE</b> <input type="checkbox"/> Messy <input type="checkbox"/> Dirty/Stained Clothing <input type="checkbox"/> Burns on Person/Clothing <input type="checkbox"/> Ripped/Torn Clothing <input type="checkbox"/> Partially Dressed <input type="checkbox"/> Puncture Marks/Needle Tracks <input type="checkbox"/> Appears Normal

**Behavioral Indicators:**

<b>DEMEANOR</b> <input type="checkbox"/> Cooperative <input type="checkbox"/> Talkative <input type="checkbox"/> Sarcastic <input type="checkbox"/> Anxious <input type="checkbox"/> Disoriented <input type="checkbox"/> Sleepy	<input type="checkbox"/> Polite <input type="checkbox"/> Silent <input type="checkbox"/> Belligerent <input type="checkbox"/> Excited <input type="checkbox"/> Inattentive <input type="checkbox"/> Drowsy	<input type="checkbox"/> Calm <input type="checkbox"/> Resisting Communication <input type="checkbox"/> Tearful/Crying <input type="checkbox"/> Mood Changes <input type="checkbox"/> Appears Normal <input type="checkbox"/> Other _____	<b>ACTIONS</b> <input type="checkbox"/> Fighting <input type="checkbox"/> Erratic <input type="checkbox"/> Threatening <input type="checkbox"/> Non-Communicative <input type="checkbox"/> Argumentative	<input type="checkbox"/> Profanity <input type="checkbox"/> Hostile <input type="checkbox"/> Hyperactive <input type="checkbox"/> Sleeping on Job <input type="checkbox"/> Other _____
--	---	--	---	--

**Comments and Other Observations:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Additional Facts:**

☐ Presence of alcohol and/or drugs in individual's vicinity.  
☐ On the job or City work premises misconduct by individual (specify): \_\_\_\_\_  
☐ Individual admission concerning alcohol use and/or drug use or possession.  
 List other witnesses to individual's conduct and summarize what they say they witnessed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

☐ Individual declined to comment, or individual's explanation for behavior: \_\_\_\_\_  
 \_\_\_\_\_

Is individual at least 18 years of age? ☐ YES ☐ NO If "no," name of parent/guardian contacted: \_\_\_\_\_  
 Individual was offered representation: ☐ YES ☐ NO Individual's initials acknowledging offer of representation: \_\_\_\_\_

Completed by (signature): \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Personnel Services – Risk Management – 621-6950



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**DRUG / ALCOHOL REQUISITION FORM – CITY OF FRESNO**

**DIRECTIONS:** SUBMIT COMPLETED FORM BY EMAIL TO SCHEDULING@OCCU-MED.COM OR BY FAX TO 800.262.2863. QUESTIONS REGARDING EXAM SCHEDULING SHOULD BE DIRECTED TO OCCU-MED'S EXAM SCHEDULING DEPARTMENT AT 559.435.2800 x337.

**COMPLETED BY EMPLOYER:**

EMPLOYEE NAME:		
DEPARTMENT / DIVISION:		
JOB TITLE:		
SUPERVISOR NAME:		
OFFICE TELEPHONE / EMAIL:		
DATE EMPLOYEE DEPARTED FOR COLLECTION ( <b><u>REQUIRED</u></b> ):	/	/
TIME EMPLOYEE DEPARTED FOR COLLECTION ( <b><u>REQUIRED</u></b> ):	:	(AM OR PM)

**TEST TYPE:**

☐ FTA ☐ FMCSA ☐ OTHER (NON-DOY)

**TEST REQUIRED:**

☐ ALCOHOL ☐ DRUG ☐ ALCOHOL AND DRUG

**REASON FOR TEST:**

☐ PRE-EMPLOYMENT (NEW HIRE OR OFF WORK; 30-DAYS FMCSA & FAA / 90-DAYS FTA) ☐ RANDOM ☐ REASONABLE SUSPICION / CAUSE ☐ POST-ACCIDENT

**DIRECT OBSERVATION COLLECTIONS**

☐ FOLLOW-UP (LCA) ☐ RETURN-TO-DUTY (FOLLOWING RELEASE BY SAP)

**COLLECTION SITE INFORMATION:**

☐ APOLLO MEDICAL  
6042 N. FRESNO STREET  
FRESNO, CA 93710  
P: 559.515.6841  
MON – FRI: 8:00 AM – 11:00 AM -  
1:00 PM - 5:00 PM

☐ AFTER HOURS  
P: 559.256.7823  
MON – FRI (AFTER HOURS): 3:01 PM – 6:59 AM  
SAT AND SUN – 24 HOURS  
SUPERVISOR: CRISTAL MEZA - C: 559.496.9242

**COMPLETED BY MEDICAL COLLECTION SITE PERSONNEL:**

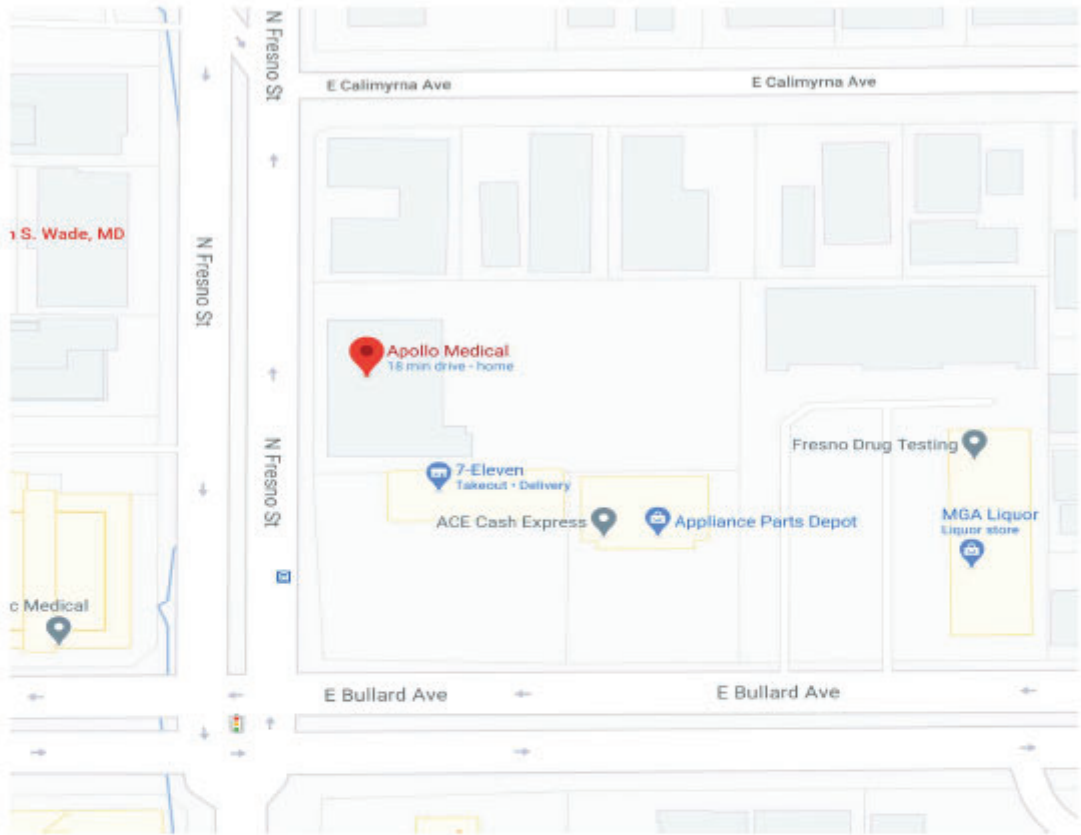
FACILITY REPRESENTATIVE:		
DATE EMPLOYEE ARRIVED FOR COLLECTION ( <b><u>REQUIRED</u></b> ):	/	/
TIME EMPLOYEE ARRIVED FOR COLLECTION ( <b><u>REQUIRED</u></b> ):	:	(AM OR PM)

2121 West Bullard Avenue, Fresno, California 93711 | ☎559.435.2800 | ☎Fax: 559.435.7200 | 🌐www.occu-med.com

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OCCU-MED COLLECTION SITE INFORMATION



**APOLLO MEDICAL**  
6042 N. FRESNO STREET  
FRESNO, CA 93710  
P: 559.515.6841  
MON – FRI: 8:00 AM – 11:00 AM -  
1:00 PM - 5:00 PM

**AFTER HOURS**  
P: 559.256.7823  
MON – FRI (AFTER HOUR): 5:01 PM – 7:59 AM  
SAT AND SUN – 24 HOURS

## Exhibit C – Smoking in City Buildings



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### ADMINISTRATIVE ORDER NUMBER 7-5

### SUBJECT: Smoking and/or Vaping in City Buildings and/or City Vehicles

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**Responsible Department:** Public Works - Facilities

**Date Issued:** 12-01-1998

**Date Revised:** 2-23-2011 and 10-29-2018

**Approved:** *(Signature on File)*

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#### Purpose

To establish a policy and procedure regarding smoking and/or vaping in the workplace that is consistent with provisions of the California Labor Code and City Ordinance.

#### Policy

The City has a duty to make every reasonable effort to provide a safe, healthy and pollution-free work environment. It is the policy of the City to adhere to all applicable laws and regulations in that endeavor.

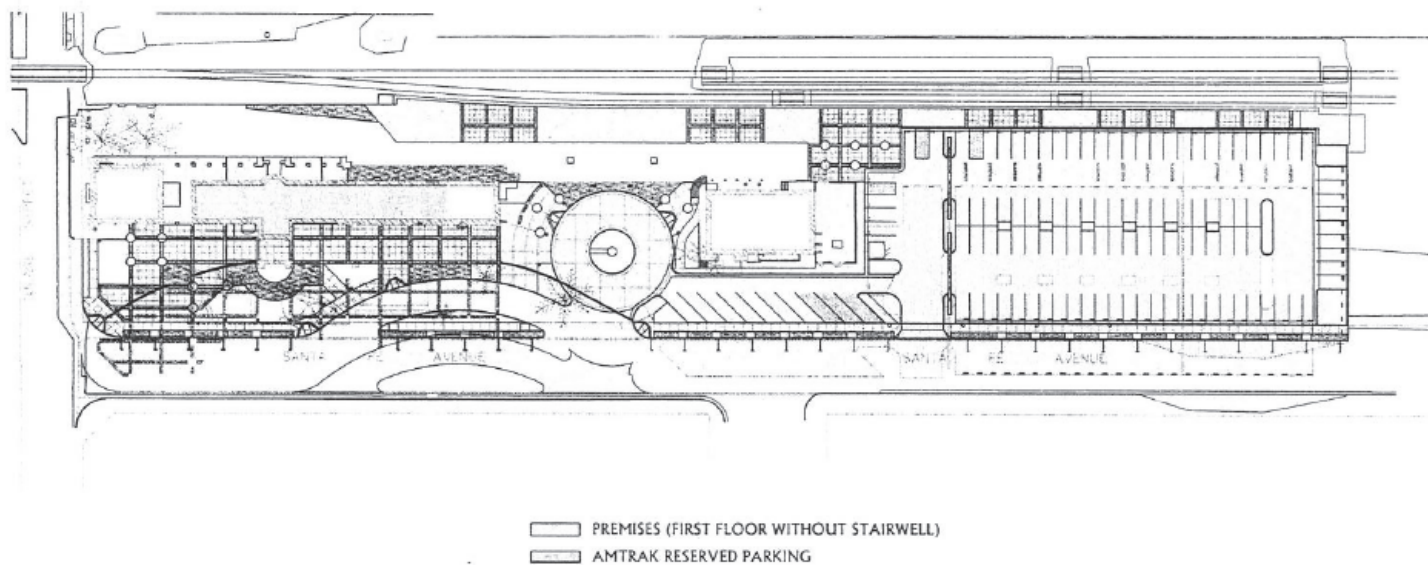
#### Procedure

1. Smoking and/or vaping is prohibited in all enclosed work areas. "Enclosed work area" is defined as any area occupied by employees in the performance of their regular duties and having four walls and a roof, regardless of the type of ventilation provided.
2. Smoking and/or vaping is prohibited in an outdoor area within 20 feet of a main exit, entrance, or operable window, or air intake vent of a public building.
3. Smoking and/or vaping is prohibited in City vehicles.

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## Exhibit D – Map of the Santa Fe Depot

### EXHIBIT E THE PROPERTY 2650 TULARE STREET



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**Exhibit E – Visitors Policy for DPU Wastewater**  
**Section X - DPU Wastewater Treatment Facility Only**

**PURPOSE:**

To establish a uniform procedure for clearing and directing visitors to the Regional Wastewater Reclamation Facility.

**POLICY:**

All visitors to the facility must have an appointment with a staff member unless otherwise noted below. All appointments must be communicated to the Guard Booth. Any visitor who does not have an appointment will not be admitted. This will be verified through contact with the Regional Wastewater Reclamation Facility (RWRF) staff member who the visitor claims to have an appointment with, in the event that the appointment was not communicated to the Guard Booth.

Guard Booth personnel will be required to review and document all visitors' state or federal identification and will maintain a database of this information.

All non-delivery visitors will sign in at the Guard Booth where they will be issued, with proper supporting identification, a Visitor's badge. The visitor will then be directed to the Administration Building to meet with their contact person. The visitor will be escorted at all times while on site. Visitor-accessible parking areas meet Americans With Disabilities Act compliance standards. All visitors must adhere to plant safety requirements and policies. Upon completion of their business, visitors will sign out and return their Visitor's badge at the Guard Booth prior to their departure from the facility.

Vendor badges will be available at the Guard Booth for routine service contract providers such as pest control, bottled water deliveries, etc. These vendors will not require an escort but will be required to sign in and be issued a Vendor badge. Upon completion of service activity, service contract providers are required to sign out and return their Vendor badge to the Guard Booth. Safety service suppliers are issued an active Master Access badge by Administration staff. This badge will be returned to administration for deactivation when vendor work is complete. All service contract suppliers are only allowed access to the facility during normal administrative business hours.

Delivery personnel will sign in at the Guard Booth and be issued a Visitor's badge and given directions prior to performing their delivery. Deliveries are to be conducted on weekdays between the hours of 0730 to 1500. Upon completion of their deliveries, delivery drivers are required to sign out and return their Visitor's badge to the Guard Booth.

Bulk chemical deliveries utilizing tanker trucks may occur anytime during the twenty-four hour period. During Guard Booth hours, Guard will issue a Visitor's badge and notify the OIS operator. Outside of Guard Booth hours, Operations staff will coordinate chemical delivery activities. Bulk chemical deliveries do not require staff escort.

Law enforcement does not require the issuance of badges.



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Sample deliveries will be directed to the Laboratory receiving area and a representative from the lab will be notified. A Visitor's badge will be issued and collected by the Guard Booth.

Tour and training information will be communicated to the Guard Booth who will direct the tour group members or training group to the location identified by the tour guide/trainer. The need for issuance of badges will be determined prior to the tour/training date.

Construction Contractors entrance into the facility will be determined on a project by project basis as determined by the RWRF Security Manager and coordinated through the contractor's representative prior to the construction project(s). If it is determined that contractors are to be issued temporary Contractor badges through the Guard Booth, these badges will be issued and collected in the same manner as Visitor's badges.

Other Departmental employees or contracted services including Solid Waste garbage trucks, tire repair, and fuel deliveries will be logged in and issued a Visitor's badge. They will not require an escort or prearrangements except for tire repair services who will need to have the vehicle location identified to the Guard prior to their arrival. Upon completion of their business, they will sign out and return their Visitor's badge prior to their departure from the facility.

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**Exhibit F – PARCS Locations**

<u>Item#</u>	<u>Site Description</u>	<u>Time:</u> <u>May-Nov</u>	<u>Time:</u> <u>Dec -Apr</u>	<u>Duration</u> <u>Days</u>	<u>Address</u>
<b>Section 1: Clearing and Securing Sites and Restrooms</b>					
1	Bob Belcher Park/Dog Park <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	2158 E Alluvial Ave, Fresno, CA 93720
2	EL Capitan <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	4257 W Alamos Ave, Fresno, CA 93722
3	Highway City <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	5140 N State St, Fresno, CA 93722
4	Holman <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	6522 N West Ave, Fresno, CA 93711
5	Keith Tice <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	8695 N Millbrook Ave, Fresno, CA 93720
6	Oso de Oro <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	5550 N Forkner Ave, Fresno, CA 93711
7	Granny's <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	2024 E Pontiac Way, Fresno, CA 93726
8	Radio Park - <b>(NO LIGHTS &amp; 4 - EV CHARGING STATIONS)</b>	2000-2200	2000-2100	365	2233 N First Street, Fresno, CA 93703
9	Mary Ella Brown <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	1350 E Annadale Ave, Fresno, CA 93706
10	Maxie L. Parks Community Center and Gym <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	1802 E California Ave, Fresno, CA 93706
11	Neilsen <b>(NO LIGHTS)</b>	2000-2200	2000-2100	365	1802 E California Ave, Fresno, CA 93706
12	Milburn Overlook	2000-2200	2000-2200	365	7552 N Milburn Ave, Fresno, CA, 93722
13	Polk Overlook	2000-2200	2000-2200	365	7877 N Polk Ave, Fresno, CA 93722
14	Basin F / Barstow & Del Mar <b>(SEASONAL 1 May - 15 November)</b>	2000-2200		198	5411 N Del Mar Ave, Fresno, CA 93704
15	BASIN XX <b>(SEASONAL 1 May - 15 November)</b>	2000-2200		198	1451 N Hughes Ave, Fresno, 93728
16	Carroza <b>(SEASONAL 1 May - 15 November)</b>	2000-2200		198	4921 E Olive Ave, Fresno, CA 93727
17	Manchester <b>(SEASONAL 1 May - 15 November)</b>	2000-2200		198	3414 N Fresno St, Fresno, CA 93726
18	Rotary West (B/E) (Basin) <b>(SEASONAL 1 May - 15 November)</b>	2000-2200		198	3202 E Gettysburg, Fresno, CA 93726

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<b><u>Item #</u></b>	<b><u>Site Description</u></b>	<b><u>Time:</u> <u>May-Nov</u></b>	<b><u>Time:</u> <u>Dec -Apr</u></b>	<b><u>Duration</u> <u>Days</u></b>	<b><u>Address</u></b>
19	Cary	2200-0100	2200-0100	365	4750 N Fresno St, Fresno, CA 93726
20	Figarden Loop Park	2200-0100	2200-0100	365	4265 W Figarden Dr, Fresno, CA 93722
21	Kaiser	2200-0100	2200-0100	365	425 E Alluvial Ave, Fresno, CA 93720
22	Koligian	2200-0100	2200-0100	365	5165 W Alluvial Ave, Fresno, CA 93722
23	Lions	2000-2200 (8-10pm)	2000-2100 (8pm-9pm)	365	4450 & 4650 N Marks Ave, Fresno, CA 93705
24	Logan	2200-0100	2200-0100	365	5450 N Santa Fe Ave, Fresno, CA 93711
25	Orchid	2200-0100	2200-0100	365	3420 W Fir Ave, Fresno, CA 93711
26	Rotary East	2200-0100	2200-0100	365	6464 N Cedar Ave, Fresno, CA 93710
27	Selma Layne	2200-0100	2200-0100	365	2065 E Shepherd Ave, Fresno CA 93720
28	Stallion	2200-0100	2200-0100	365	6245 N Polk Ave, Fresno, CA 93722
29	Todd Beamer Park	2200-0100	2200-0100	365	1890 E Plymouth Way. Fresno, CA 93720
30	Vinland	2200-0100	2200-0100	365	4695 E Gettysburg Ave, Fresno, CA 93726
31	Einstein	2200-0100	2200-0100	365	3566 E Dakota Ave, Fresno, CA 93726
32	Inspiration	2200-0100	2200-0100	365	5770 W Gettysburg Ave, Fresno, CA 93722
33	Jaswant Singh Khalra	2200-0100	2200-0100	365	3861 W Clinton Ave, Fresno, CA 93722
34	Lafayette	2200-0100	2200-0100	365	1516 E Princeton Ave, Fresno, CA 93704
35	Melody	2200-0100	2200-0100	365	5935 E Shields Ave, Fresno, CA 93727
36	Quigley	2200-0100	2200-0100	365	808 W Dakota Ave, Fresno, CA 93705



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<u>Item #</u>	<u>Site Description</u>	<u>Time: May-Nov</u>	<u>Time: Dec -Apr</u>	<u>Duration Days</u>	<u>Address</u>
37	Al Radka - 6 EV CHARGING STATIONS	2200-0100	2200-0100	365	5897 E Belmont Ave, Fresno, CA 93727
38	Dickey Playground	2200-0100	2200-0100	365	50 N Calaveras St, Fresno, CA 93721
39	Fink-White	2200-0100	2200-0100	365	535 S Trinity St, Fresno, CA 93706
40	Holmes	2200-0100	2200-0100	365	212 S First St, Fresno, CA 93702-1905
41	Martin Ray Reilly	2200-0100	2200-0100	365	750 N Chestnut Ave, Fresno, CA 93727
42	Romain	2200-0100	2200-0100	365	745 N First St, Fresno, CA 93702
43	Sunnyside	2200-0100	2200-0100	365	5279 E Butler Ave, Fresno, CA 93727
44	Trolley Creek	2200-0100	2200-0100	365	5110 E Huntington Ave, Fresno, CA 93727
45	Frank H. Ball	2200-0100	2200-0100	365	760 Mayor Ave, Fresno, CA 93706
46	Mosqueda	2200-0100	2200-0100	365	4670 E Butler Ave, Fresno CA. 93727
47	Pilibos	2200-0100	2200-0100	365	4945 E Lane Ave, Fresno, CA 93727
48	Regional Sports Park (Regional)	2200-0100	2200-0100	365	890 W Belmont Ave, Fresno, CA 93728
49	Roeding Regional (Regional)	2200-0100	2200-0100	365	1707 W Jensen Ave, Fresno, CA 93706
50	Woodward Regional (Regional)	2200-0100	2200-0100	365	7775 N Friant Rd, Fresno, CA 93720
<b>Section 2 - Patrolling Services</b>					
51	Regional Sports Park (Regional)	0100-0430	0100-0430	365	1707 W Jensen Ave, Fresno, CA 93706
52	Roeding Regional (Regional)	0100-0430	0100-0430	365	890 W Belmont Ave, Fresno, CA 93728
53	Woodward Regional (Regional)	0100-0430	0100-0430	365	7775 N Friant Rd, Fresno, CA 93720

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Legend	
	No lights at these parks - requesting to start servicing at 2000 (8PM)
	Parks Operated from May-Nov requesting to start servicing at 2000 (8PM)
	Requested for park to start servicing at 2000 (8PM)
	Non- highlighted parks requesting to start servicing at 2200 (10PM) year round

	Point of Contacts
<b>Area Manager A</b>	Kyle Jeffcoach Email: kyle.jeffcoach@fresno.gov Phone: 559-281-5554
<b>Area Manager B</b>	Ozzie Naranjo Email: ozzie.naranjo@fresno.gov Phone: 559-612-3525
<b>Area Manager C</b>	Rich Rodriguez Email: ricardo.rodriguez@fresno.gov Phone: 559-246-9628
<b>Area Manager D</b>	Rachel Pollock Email: rachel.pollock@fresno.gov Phone: 559-621-6740
<b>Area Manager Regional (R)</b>	Mike Carbajal Email: david.carbajal@fresno.gov Phone: 559-907-8689

## Exhibit G – Security Resolution 2022-097



### RESOLUTION NO. 2022-097

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, AMENDING AND RESTATING RESOLUTION NO. 2020-035 PROVIDING FOR REGULATIONS PURSUANT TO SECTION 9-2601(p) OF THE FRESNO MUNICIPAL CODE, RELATING TO THE USE AND POSSESSION OF WEAPONS AND SECURITY

WHEREAS, the Council previously adopted Resolution No. 2020-035 setting forth detailed security regulations to implement section 9-2601; and

WHEREAS, 9-2601(p) provides:

The Council, by resolution, may provide for and publish further security regulations and/or exceptions to implement this section.

WHEREAS, the Council now desires to amend and restate the regulations set forth in Resolution 2020-035.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

Resolution No. 2020-035 shall be amended and restated as follows:

1. City Hall Entrance Screening Stations - All persons not excepted by 9-2601 or this resolution entering the building are subject to search as follows:

a. Upon entrance to the building through the City Hall front entrance, all persons, except as provided herein, will be guided through the screening process by security personnel.

b. The security screening process requires and includes, but is not limited to, passage through a metal detector device, a hand-wand, or manual inspection.

c. Persons can expect to empty their pockets and place all contents into a container for screening by visual inspection, an X-ray device or similar technology.

1 of 7

Date Adopted: 04/28/2022  
Date Approved: 05/06/2022  
Effective Date: 05/06/2022

Resolution No. 2022-097

Requirements Contract for Citywide Security Services  
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d. Items such as overcoats, purses, briefcases, backpacks, parcels and other hand-carried objects will also be subjected to screening by an X-ray device or similar technology.

e. If screening devices detect items that may be prohibited in the building, security personnel will conduct additional hand-wand and/or physical screening as necessary to verify.

f. Security personnel may also conduct hand-wand and/or physical screening as necessary in the event of a screening device malfunction.

g. Individuals possessing prohibited items will be advised to remove the item from the building or surrender it to security staff for disposal before entrance into the building is permitted.

h. Upon completion of the screening process, persons will be able to collect any personal belongings and enter the building.

i. If individuals exit the building and return, they will go through the security screening process again.

j. City Facilities Management personnel shall have the responsibility and authority to screen large or bulky items using a suitable method when it is not possible or practical to screen the items per the methods listed in this resolution. Reasonable caution shall be exercised to minimize a safety or security risk.

2. Section 1 shall not apply to the following persons, who shall instead be subject to the following regulations:

a. City employees shall present their electronic identification cards for inspection and visual and/or electronic verification. If employees are not in possession of



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their electronic identification card, they shall be subjected to the same screening process as members of the public entering the building.

b. City Public Safety personnel (police and fire) shall have the ability to access the building and bypass security to address emergencies or immediate safety and security risks or threats.

c. Maintenance employees or contractors who work at City Hall during non-business hours are not required to be screened, but City staff shall take reasonable measures to ensure they are not bringing prohibited items into the building.

3. Pursuant to and subject to the provisions of 9-2601, prohibited items include:

a. Weapons, but are not limited to firearms, stun guns or tasers, switch blade knives/gravity knives having a blade longer than two inches, tear gas, and explosives. Any item or article having the potential to inflict or cause physical harm shall be inspected to determine whether it has been filed, sharpened, honed, or in any other manner altered to the extent that it meets the definition of prohibited weapons as defined in Penal Code Sections 12020 and 171b. However, this policy shall not exclude entrants to City Hall from carrying bona fide religious articles of faith (such as a Sikh kirpan) so long as: (1) such articles are secured in a protective sheath; (2) carried in a discrete manner; and (2) do not exceed a blade length of seven inches.

b. Peace officers, as provided in 9-2601, will be allowed to possess employer approved firearms and other weapons in a manner consistent with their employment duties, requirements, and limitations.

c. The following are also prohibited, and signs shall be clearly posted

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at all entrances to City Hall stating they are prohibited:

Batons	Handcuffs/Handcuff Keys	Sharp Metal Cans
Box Cutters	Knitting/Craft Needles	Spray Paint
Ammunition	Knives/Pocket Knives	Razor Blades
Corkscrews	Keychain Weapons	Scissors
Illegal Drugs	Large Glass Bottles	Silverware
Drug Paraphernalia	Large Spray Cans	Stun Guns
Explosives	Laser Pointers	Tools of Any Kind
Replica or Toy Guns	Leatherman Tools	Torch Lighters
Mace or Pepper Spray		

d. Building security personnel and City peace officers shall have the authority to prohibit additional items that may pose a safety or security risk on a case-by-case basis.

e. For City employees and contractors hired by the City, items necessary and appropriate to perform a job function or for food preparation and consumption, such as tools, scissors, kitchen utensils, shall be allowed. Nonetheless, except for the food concessions contractor, any knife with a blade exceeding three inches in length shall be blunt or round tipped only. City Facilities Management personnel shall exercise reasonable caution in allowing items to be brought into the building to minimize safety or security risk associated with doing so.

f. Any prohibited item that may be in the possession or control of a City official or employee within City Hall prior to the effective date of this resolution shall be removed from City Hall by the effective date of this resolution.

g. The City Manager may issue additional regulations in consultation with the Police Chief and determination by the City Attorney that the additional regulations are not inconsistent with the Fresno Municipal Code and this resolution. This may include identifying entrances and exits designated for City employee and officials, and those

Requirements Contract for Citywide Security Services  
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available to the public.

3. Pursuant to 9-2601(l), Councilmembers, their Chiefs of Staff, and Council Assistants shall have continuous electronic key card access to the following areas of City Hall controlled by key card access: Council offices area; all hallways; Council chambers; the City Attorneys' offices; the City Clerk's offices; all stairwells; all external doorways; meeting rooms that Council offices typically utilize for meetings and events. This section does not necessarily grant access to specific offices with keyed locks or specific security requirements (e.g. server rooms/secured records/cash handling areas). Despite having access, no person shall utilize that access for any improper purpose.

4. Pursuant to 9-2601(k)(2), Charter officials may allow guests who will be accompanying them in City Hall (not simply granting entry) to enter with them without passing through security; however the officials shall take reasonable measures to ensure the guests are not in possession of items prohibited in the building.

5. For the purposes of 9-2601 and this resolution, "Charter officials" shall include sitting Fresno City Councilmembers, the Mayor, City Manager, City Clerk, City Attorney, and City Controller.

6. Any City official or employee, other than Charter officials, or employees exempted pursuant to paragraph 7(d) below, desiring entry to City Hall outside of regular business hours, 7 a.m. to 6 p.m. Monday through Friday, excepting holidays (or earlier morning hours or later evening hours, as may be established), should make prior arrangements for entry through security. If a public meeting is to take place outside of regular business hours, persons attending the meeting who are not otherwise exempt under this Resolution, shall pass through security, and prior arrangements shall be made



Requirements Contract for Citywide Security Services  
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for security services.

7. The construction of the fence described in 9-2601(m), shall be constructed as soon as the procurement and construction process can take place, and Council shall be kept informed of the progress and anticipated timeline of completion. The fenced area shall also provide for emergency pedestrian fire exit from that area. All persons who have entered City Hall through security may also exit through the fenced area; however, no person shall allow unauthorized entry access to anyone from the exterior gates or doors.

8. The City Manager may establish security regulations for other City facilities that are not inconsistent with any City ordinance or Council resolution, as may be published in an Administrative Order.

9. Council hereby directs the Administration, Staff, and the City Attorney to take all actions necessary to implement this resolution, which may include returning to Council for such further approvals as required, including any amendments to the Annual Appropriation Resolution or contract approvals.

These regulations shall become effective concurrently with the effective date of the amendments to FMC 9-2601 approved by the Council on January 30, 2020.

\* \* \* \* \*



Requirements Contract for Citywide Security Services  
RFP No. 9686



STATE OF CALIFORNIA     )  
COUNTY OF FRESNO     ) ss.  
CITY OF FRESNO         )

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the 28<sup>th</sup> Day of April, 2022.

AYES :Soria, Arias, Maxwell, Esparza  
NOES :Karassi, Bredefeld  
ABSENT :Chavez  
ABSTAIN :None

Mayor Approval:	<u>May 6<sup>th</sup></u>	<u>2022</u>
Mayor Approval/No Return:	<u>N/A</u>	<u>2022</u>
Mayor Veto:	<u>N/A</u>	<u>2022</u>
Council Override Veto:	<u>N/A</u>	<u>2022</u>

TODD STERMER, CMC  
City Clerk

BY: [Signature] 5-9-2022  
Deputy Date

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: [Signature] 5/9/22  
Doug Sloan Date  
City Attorney

Requirements Contract for Citywide Security Services  
RFP No. 9686



April 29, 2022

Council Adoption: 4/28/2022  
Mayor Approval:  
Mayor Veto:  
Override Request:

TO: MAYOR JERRY DYER

FROM: TODD STERMER, CMO  
City Council

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the City Council meeting of April 28, 2022, Council adopted the attached Resolution No. 2022-097, **\*\*\*RESOLUTION - Amending Resolution No. 2020-035 relating to the use and possession of weapons and security (Subject to Mayor's Veto).** Item 1-K, File ID 22-656, by the following vote:

Ayes	:	Soria, Arias, Maxwell, Esparza
Noes	:	Karbassi, Bredefeld
Absent	:	Chavez
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before May 9, 2022. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10<sup>th</sup> day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

APPROVED / NO RETURN: \_\_\_\_\_

**VETOED** for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_

Jerry Dyer, Mayor  
**COUNCIL OVERRIDE ACTION:**

Ayes	:
Noes	:
Absent	:
Abstain	:

Date: 5/15/22

Date: \_\_\_\_\_

RECEIVED  
 2022 MAY -6 PM 1:26  
 CITY OF FRESNO  
 CITY CLERK'S OFFICE

## **EXHIBIT B**

Proposal Submission:

Universal Protection Service, LP  
dba Allied Universal Security Services

## Bid Results

### Bidder Details

**Vendor Name** Universal Protection Service, LP  
**Address** 450 Exchange  
Irvine, California 92602  
United States  
**Respondee** Erik Homan  
**Respondee Title** Government Business Development Manager  
**Phone** 831-682-3335  
**Email** erik.homan@aus.com  
**Vendor Type** NONE  
**License #** CADIR

### Bid Detail

**Bid Format** Electronic  
**Submitted** 10/22/2024 12:26 PM (PDT)  
**Delivery Method** Planetbids 12:23pm  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 399968  
**Ranking** 0

### Respondee Comment

Thank you for your consideration.

### Buyer Comment

### Attachments

File Title	File Name	File Type
Allied Universal Proposal_City of Fresno RFP 9686.pdf	Allied Universal Proposal_City of Fresno RFP 9686.pdf	Response File
Allied Universal Proposal_City of Fresno RFP 9686.pdf	Allied Universal Proposal_City of Fresno RFP 9686.pdf	General Attachment
Allied Universal Proposal_City of Fresno RFP 9686.pdf	Allied Universal Proposal_City of Fresno RFP 9686.pdf	General Attachment
Allied Universal Proposal_City of Fresno RFP 9686.pdf	Allied Universal Proposal_City of Fresno RFP 9686.pdf	General Attachment

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP dba:  
Proposer's Name Allied Universal Security Services  
(Submit with Proposal)

\*Check list missing, proposer submitted on 10/29/24\* ✓ **Check List**

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If the documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

- ✓x 1. **Cover Letter**, including company name, address, contact name, phone number and fax number.
- ✓ 2. **Proposal Deposit** in the form of:
 

<input type="checkbox"/> Certified Check	<input checked="" type="checkbox"/> Proposer's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond
- ✓x 3. **Business Location and License**
- ✓x 4. **Cost Proposal**
- ✓x 5. **Proposer Questionnaire**
- ✓x 6. **References**
- ✓x 7. **Acceptance of Indemnification and Insurance**
- ✓x 8. **Disclosure of Conflict of Interest**
- ✓x 9. **Non-Collusion Declaration**
- ✓x 10. **Addenda and Time Period to Award/Reject** \*pg. 22 missing, proposer submitted on 10/29/24
- ✓x 11. **Proposed Chemicals, Restroom Supplies, and Equipment**
- ✓x 12. **ACH Authorization**
- ✓x 13. **Signature Pages**  
Including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.
- ✓x 14. Signature page of all **ADDENDA** issued





## Allied Universal® Proposal to City of Fresno In Response to RFP No. 9686 for Citywide Security Services

Presented to:

**Dyan Ayala**  
Procurement Specialist  
City of Fresno, CA

Tel: 559-621-1169 / 559-621-1332  
Email: [dyan.ayala@fresno.gov](mailto:dyan.ayala@fresno.gov)

Submitted by:

**Erik Homan**  
Government Business Development Manager  
Allied Universal Security Services

Tel: 831-682-3335  
Email: [erik.homan@aus.com](mailto:erik.homan@aus.com)





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## ✓ 1. Cover Letter

Including company name, address, contact name, phone number and fax number.

October 22, 2024

Dyan Ayala, Procurement Specialist  
City of Fresno, CA

Dear Ms. Ayala and Members of the Selection Committee:

Thank you for considering **Allied Universal®** for your security needs. After carefully evaluating the requirements of your project, we are confident in our ability to provide exceptional security services for the City of Fresno.

Here are the key highlights of our proposal:

- **Local Office Support:** Our adaptable local office located at **4672 W. Jennifer Ave., Suite 101, Fresno, CA 93704** ensures that we can meet your evolving security needs promptly and efficiently. Allied Universal® has grown to employ over 530 security professionals, offering extensive security solutions throughout the Fresno area. Our enduring partnership with local law enforcement agencies, is a cornerstone of our operations in Fresno. We are proud of our longstanding relationships. These relationships underscore our deep commitment to the community, local organizations, and law enforcement agencies. Understanding the unique challenges of recruitment and retention in this market, our local team is dedicated to actively create new local employment opportunities every day, reinforcing our bond with the community, and enhancing our service offerings. Allied Universal offers a unique advantage in an ability to deliver responsive security services at the local level, with national support.
- **Experienced and Dedicated Workforce:** With a proven track record of recruiting and retaining top-tier security professionals, we are committed to delivering the highest caliber of service tailored to your specific requirements.
- **Award Winning Technology**
  - **HELIAUS®** will analyze the Security Professionals' activity via GPS and schedules to not only better interact with the City and the public, but also to identify and mitigate security challenges such as vandalism, theft and trespassing by responding with metrics allowing teams to identify new leading indicators or refine existing data sets and stay ahead of the curve in addressing security concerns that were previously unidentified or poorly documented.
  - **Evolv Weapons Detection System.** We are excited to introduce an alternative solution to a standard metal detector and X-ray machine. The County of Fresno (Hall of Records and Social Services), Fresno USD, and Table Mountain use this technology because it's faster, more accurate, and less invasive.

If you have any questions or are ready to set up a meeting to discuss this proposal, please reach out to me by either calling me at **831-682-3335** or email to **erik.homan@aus.com**.

Sincerely,



Erik Homan, Government Business Development Manager



## ✓ 2. Proposal Deposit

Proposal Deposit in the form of:

<input type="checkbox"/> Certified Check	<input checked="" type="checkbox"/> Proposer's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond

Requirements Contract for Citywide Security Services  
RFP No. 9686

Proposer's Name Universal Protection Service, LP  
dba: Allied Universal Security Services  
(Submit with Proposal)

### Proposal Deposit

Accompanying this proposal is a Proposal Deposit in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** in the form of:

<input type="checkbox"/> Certified Check	<input checked="" type="checkbox"/> Bidder's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond

Proposal Deposit is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

AMB#002642  
Rating: A-  
NAIC#38776  
CA ID#3121-1



**BID BOND**

**SiriusPoint America Insurance Company**  
285 Fulton Street, Ste 47J, New York, NY 10007

KNOW ALL MEN BY THESE PRESENTS: That we Universal Protection Service, LP dba Allied Universal Security Services, called the Principal, and SiriusPoint America Insurance Company, a New York corporation, called the Surety, are held and firmly bound unto City of Fresno, called the Obligee, in the sum of One Thousand Dollars and 00/100 U.S. Dollars (\$1,000.00), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Citywide Security Services RFP No. 9686 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of October, 2024.

**PRINCIPAL**

Universal Protection Service, LP dba Allied Universal Security Services

**SIRIUSPOINT AMERICA INSURANCE COMPANY**

Vanessa Ramirez , Attorney-in-Fact



**PENNSYLVANIA INDIVIDUAL ACKNOWLEDGMENT**

State of Pennsylvania

County of Montgomery

This record was acknowledged before me on 10/15/2024 by Nancy Peterson  
Date Name(s) of Individual(s)

Commonwealth of Pennsylvania - Notary Seal  
CIERRA DORSEY - Notary Public  
Montgomery County  
My Commission Expires April 12, 2028  
Commission Number 1427177

*Cierra Dorsey*  
Signature of Notarial Officer

Cierra Dorsey

Printed Name of Notarial Officer

Notary Public

Title of Office

My Commission Expires: 04/12/2028

Place Official Stamp/Notary Seal Above

**OPTIONAL**

Completing this information can deter alteration of the document or  
fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



PERTAM01\_0823

**POWER OF ATTORNEY  
SIRIUSPOINT AMERICA INSURANCE COMPANY  
NEW YORK**

**KNOW ALL MEN BY THESE PRESENTS:** That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

**RESOLVED,** that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Albert Melendez, Christina Rogers, Erik Johansson, Jennifer Araya, Joaquin Perez, Melissa Lopez, Yu Cheng Chiang, Frederic M. Archard, Jr., Martha Barreras, Mary Martha Langley, Jonathan Blatin, Vanessa Ramirez, Zyanya Hernandez

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

**IN WITNESS WHEREOF,** SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By:   
Melissa J. Ralph  
Secretary

State of New Jersey }

ss.

County of Monmouth }

On this 17<sup>th</sup> day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, depose and say, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed my official seal.



  
Notary Public  
My Commission expires  
March 31, 2028

State of New Jersey  
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the seal of said Company this 9th day of October 2024



  
Melissa J. Ralph  
Secretary



10805 Old Mill Road  
Omaha, NE 68154

September 6, 2023

Bond Obligees  
Project Owners  
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

The use of an electronic image of the corporate seal of Siriuspoint America Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Siriuspoint America Insurance Company is authorized by the company. Siriuspoint America Insurance Company acknowledge and agree that the Digital Seal may be affixed to any authorized Surety bond approved by Applied Surety Underwriters, and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may email our Home Office Underwriting Center at [info@surety.auw.com](mailto:info@surety.auw.com)

In Witness Whereof, this has been executed by the President, Applied Surety Underwriters for Siriuspoint America Insurance Company.



Thank you for your continued business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua C. Betz".

Joshua C. Betz  
President, Applied Surety Underwriters





### ✓3. Business Location and License

The Company is licensed with the **State of California, Department of Consumer Affairs, Bureau of Collection and Investigative Services**, and holds and will hold a valid **Private Patrol Operator's License** during the Contract.

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP  
Proposer's Name dba: Allied Universal Security Services  
(Submit with Proposal)

#### Business Location and License

##### BUSINESS LOCATION

- ☐ The undersigned Proposer does not maintain a place of business in the City of Fresno.
- ☒ The undersigned Proposer maintains a place of business in the City of Fresno at: 4672 W. Jennifer Ave., Suite 101, Fresno, CA 93704

##### BUSINESS LICENSE

- ☒ The undersigned Proposer has a current City of Fresno Business License and the number is 432619.

If the successful Proposer does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

### CITY OF FRESNO BUSINESS TAX CERTIFICATE

**EXPIRES: 09/30/2024**

Business Name: ALLIED UNIVERSAL SECURITY SERVICE Location: 2519 W SHAW AVE STE 109

Contact/Owner: UNIVERSAL PROTECTION SERVICE | Tax Account No. 432619

This tax certificate may be accepted as valid up to thirty (30) days after the expiration date above if appropriate tax returns have been filed and business tax paid before the due date. This tax certificate must be available for inspection by any authorized City of Fresno employee. Businesses that do not maintain a fixed location, or are located outside the city, should carry this Tax Certificate while conducting business within the City. This certifies that the noted business has a Business Tax Certificate with the City of Fresno. It does not entitle the holder to carry on business activities in a manner inconsistent with any applicable provision of the Fresno Municipal Code.

ALLIED UNIVERSAL SECURITY SERVICES  
ALLIED BUSINESS LICENSING  
251 LITTLE FALLS DR  
WILMINGTON DE 19808-1674

Santino Danisi  
Finance Director/Controller

<h1>Bureau of Security and Investigative Services</h1>	
	
	
<h2>Private Patrol Operator Branch</h2>	
Certificate No. PPB6379	Issue Date: 02/23/2017 Valid Until: 02/28/2025
<b>UNIVERSAL PROTECTION SERVICE, LP</b>	
2519 W SHAW AVE STE 109 FRESNO, CA 93711-3311	2519 W SHAW AVE STE 109 FRESNO, CA 93711-3311
The above is licensed as a _____ with the State of California Bureau of Security and Investigative Services.	
This certifies that the business named above is registered to operate at this location in accordance with the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code.	
Qualifying Company UNIVERSAL PROTECTION SERVICE, LP	License Number PPO14417

## ✓ 4. Cost Proposal

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP  
Proposer's Name dba: Allied Universal Security Services  
(Submit with Proposal)

### Cost Proposal

**TERM OF CONTRACT** The Contract shall be in effect for one (1) year from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the services contained in the Cost Proposal Worksheet (**Attachment 1**) at the provided costs.

The amounts shall include any and all applicable taxes.

The quantities listed in the Cost Proposal Worksheet are estimates for the initial term. The actual requirements of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

Attachment 1 - Cost Proposal Worksheet								
Section I - Municipal Services Center								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
Main Gate (E Street)	Guard	Day	Monday - Friday	04:30 - 18:00	2	\$ 28.41	7020	\$ 199,438.20
	Guard	Grave	Monday - Friday	18:00 - 04:30	1	\$ 31.79	2920	\$ 92,826.80
	Guard	Weekend	Saturday & Sunday	All Day	1	\$ 28.41	2500	\$ 71,025.00
Fresno Area Express Bus Entrance (G Street)	Guard	Day	Monday - Friday	04:00 - 01:00	1	\$ 29.99	2920	\$ 87,570.80
	Guard	Weekend	Saturday & Sunday	05:00 - 21:00	1	\$ 28.41	2920	\$ 82,957.20
Fresno Area Express Employee	Guard	Day	Monday - Friday	09:00 - 17:00	1	\$ 28.41	2080	\$ 59,092.80
					Annual Subtotal for Section I			\$ 592,910.80
Section II - Fresno City Hall								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
Main Entrance	Weekday Supervising Officer (Armed)	Day	Monday - Friday	06:45 - 18:15	1	\$ 43.07	2990	\$ 128,779.30
	Unarmed Guard (Screening Team)	Day	Monday - Friday	06:45 - 18:15	3	\$ 32.72	11560	\$ 378,243.20
	Camera Operator	Day	Monday - Friday	07:00 - 18:00	1	\$ 32.29	2860	\$ 92,349.40
	Interior Patrol	Grave	Monday - Friday	16:00 - 08:00	1	\$ 28.41	4120	\$ 117,049.20
	Interior Patrol	Weekend	Saturday & Sunday	08:00 - 08:00	1	\$ 28.41	2496	\$ 70,911.36
Cart Patrol	Exterior Patrol	Weekday	Monday - Friday	07:00 - 07:00	1	\$ 31.40	3120	\$ 97,968.00
	Exterior Patrol	Weekend	Saturday & Sunday	00:00 - 07:00	1	\$ 31.40	800	\$ 25,120.00
Equipment	Service Description		Monthly Cost per each		Qty	Total Cost per Month	Months per Year	Annual Subtotal
Magnetometers (as defined in the	Lease or Purchase		\$		2	\$ 4,668.00	12	\$ 56,016.00
Baggage Scanner (as defined in the	Lease or Purchase		\$		1	\$ 1,401.00	12	\$ 16,812.00
Hand Held Scanners (as defined in the	Lease or Purchase		\$		4	\$ 66.67	12	\$ 800.00
					Annual Subtotal for Section II			\$ 984,048.46

Section III - Santa Fe Depot								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
Santa Fe Depot	Guard	Grave	Monday - Sunday	22:00 - 07:00	1	\$ 29.99	2540	\$ 76,174.60
Annual Subtotal for Section III								\$ 76,174.60

Section IV - Artwork Surveillance								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
Fulton Mall, Mariposa Plaza, & the	Vehicle Patrol	Night	Monday - Sunday	Sunset - Sunrise	1	\$ 36.63	4380	\$ 160,439.40
Annual Subtotal for Section IV								\$ 160,439.40

Section V - PARCS								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
Woodward Park	Vehicle Patrol	Grave	Monday - Sunday	01:00 - 04:30	1	\$ 31.40	1278	\$ 40,129.20
Roeding Park	Vehicle Patrol	Grave	Monday - Sunday	01:00 - 04:30	1	\$ 31.40	1278	\$ 40,129.20
Regional Sports Complex	Vehicle Patrol	Grave	Monday - Sunday	01:00 - 04:30	1	\$ 31.40	1278	\$ 40,129.20
Clear Site and Secure Gates, Restrooms and EV Charging Stations	Patrol Guard	Grave	Monday - Sunday	22:00 - 01:00	3	\$ 31.40	3285	\$ 103,149.00
Clear Site, Secure Gates and	Patrol Guard	Grave	Monday - Sunday	20:00 - 22:00		\$ 31.40	2190	\$ 68,766.00
Clear Site, Secure Gates, and Restrooms at 5 basins (Seasonal)	Patrol Guard	Grave	Monday - Sunday	20:00 - 22:00		\$ 31.40	2190	\$ 68,766.00
Clear Site and Secure Gates, Restrooms, and EV Charging Stations	Patrol Guard	Grave	Monday - Sunday	20:00 - 22:00		\$ 31.40	2190	\$ 68,766.00
Warming & Cooling Centers (Seasonal)	Guard	Varies	Monday - Sunday	Varies	Varies	\$ 31.40	6652	\$ 208,872.80
	Patrol Guard	Varies	Monday - Sunday	Varies	Varies	\$ 31.40	6652	\$ 208,872.80
Annual Subtotal for Section V								\$ 847,580.20

Section VI - Fresno Police Headquarters								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
Police Headquarters	Guard	Grave	Monday - Sunday	20:00 - 08:00	1	\$ 33.15	4380	\$ 145,197.00
Annual Subtotal for Section VI								\$ 145,197.00

Section VII - Capital Projects Department								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
747 R Street	Foot Patrol	Swing	Monday - Friday	15:30 - 18:30	1	\$ 28.41	880	\$ 25,000.80
Annual Subtotal for Section VII								\$ 25,000.80

Section VIII - DPU O&M Facility								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
1626 E Street	Guard	All Day	Monday - Sunday	All Day	1	\$ 28.41	8760	\$ 248,871.60
Annual Subtotal for Section VIII								\$ 248,871.60

Section IX - DPU Water Division								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
Water Division	Guard	Grave	Monday - Friday	17:00 - 05:30	1	\$ 28.41	4380	\$ 124,435.80
	Guard	Weekends and Holidays	Saturday & Sunday	05:30 - 06:00	1	\$ 28.41	1350	\$ 38,353.50
Leaky Acres 4111 N Winery Ave	Guard	Grave and Weekends	Monday - Sunday	17:30 - 06:00	1	\$ 28.41	4600	\$ 130,686.00
Annual Subtotal for Section IX								\$ 293,475.30

Section X - DPU Wastewater Treatment Facility (Services to begin 05/05/2025)								
Posts	Classification	Shifts	Days of Operation	Shift Hours	Guards	Unit Price Per Hour	Estimated Annual Hours	Annual Subtotal
5607 W Jensen Ave.	Guard	Day	Monday - Sunday	05:00 - 21:00	1	\$ 28.41	5840	\$ 165,914.40
Annual Subtotal for Section X								\$ 165,914.40

<b>Annual Subtotal for Section I</b>	\$ 592,910.80
<b>Annual Subtotal for Section II</b>	\$ 984,048.46
<b>Annual Subtotal for Section III</b>	\$ 76,174.60
<b>Annual Subtotal for Section IV</b>	\$ 160,439.40
<b>Annual Subtotal for Section V</b>	\$ 847,580.20
<b>Annual Subtotal for Section VI</b>	\$ 145,197.00
<b>Annual Subtotal for Section VII</b>	\$ 25,000.80
<b>Annual Subtotal for Section VIII</b>	\$ 248,871.60
<b>Annual Subtotal for Section IX</b>	\$ 293,475.30
<b>Annual Subtotal for Section X</b>	\$ 165,914.40
<b>Total Proposal Amount</b>	\$ 3,539,612.56



## PRICING SUBMISSION – CITY OF FRESNO

### NOTES TO PRICING

- Overtime requests with less than 72hours' notice to be billed at 1.5 times straight-time bill rates.
- Bill rates are not inclusive of sales and use tax.
- Bill rates inclusive of the following items:
  - Wage
  - Payroll Taxes: FICA, FUTA, SUTA
  - Insurances: WCI, GLI
  - Medical: Health, Dental, Vision
  - Sick coverage – Compliant with local city and state mandates
  - Vacation coverage
  - Holiday hours worked
  - Training – pre-assignment, on-the-job, refresher
  - Non-billed overtime
  - Armed Supervisor Equipment:
    - Firearm/Bullet proof vests/Gun Holster/Baton & Holder/Utility Belt/Magazine Holders/Cleaning Kit/Ammo/Storage Cabinet/Clearing Barrell/Pepper Spray
  - High Visibility Vests / Rain gear / Flashlights
  - Corporate and Branch Overhead
  - Profit
- Direct Billed equipment:
  - Two (2) Magnetometers\$4,668.00/month
  - One (1) Baggage Scanner \$1,401/month
  - Four (4) Handheld, Garrett Super Scanner V \$66.67/month
  - One-time Installation Fee for Magnetometers and Baggage Scanner: \$13,463.09
- Proposed billing rates are based upon net 30-day payment terms.



## ✓ 5. Proposer Questionnaire

### Proposer Qualification Questionnaire

The undersigned Proposer submits the following information in accordance with the proposal Specifications (Use additional sheets as needed.):

1. a. Business Name (If using more than one business name, please list all names.):

b. Address:

**Universal Protection Service, LP d/b/a Allied Universal® Security Services**

Fresno Branch Office  
600 W. Shaw Avenue  
Suite 200  
Fresno, CA 93704  
Phone: 559-243-1217  
www.aus.com

More than 530 Security Professionals are deployed locally and 15,850 in Northern California.

Is your firm operating as a franchisee? Yes or No

No.

If yes, list the franchiser, and number of years your business has been franchised:

(Not Applicable)

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

#### Northwest Region



**MIKE SMIDT**

**Northwest Region President, Allied Universal®**

Mike Smidt has been with the company since 2003. As President, Northwest Region for Allied Universal®, Mike is responsible for overseeing and directing all operational, financial, and administrative functions for their respective region. Mike is ultimately responsible for client satisfaction, contract compliance and quality assurance. Prior to that post, he held senior-level roles at various security companies, including Securitas and American Protective Services, Inc.

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

Mike will provide Executive support for the City of Fresno and local leadership.


**COURTNEY WHITE**
**Regional Vice President, Central Valley, Allied Universal®**

Courtney has over 15 years of experience within the security industry. She comes from a family steeped in law enforcement tradition and has taken pride in applying her passion for law enforcement to the private sector.

Courtney began her career in retail loss prevention and loss prevention management before joining the Allied Universal team in 2014. Since then, she has established herself as a hard-working, motivated, success-driven manager who has held various roles within Allied Universal including Client Manager, Director of Operations, General Manager in Oakland, and now the Regional Vice President for the Central Valley. Courtney currently oversees the three (3) Central Valley offices and partners with her clients and teams to develop success-driven operations within the Central Valley.

Courtney will support all operators/managers and admin supporting the City of Fresno. She will also support the City in all QBRs and high-level client needs.

Courtney has a Bachelor of Science Degree in Criminal Justice from California State University, Fresno.


**Rickie Edwards**
**Branch Manager - Fresno**
**Allied Universal®**

Mr. Edwards is a proven security professional and leader of his market, specializing in client service and experience. He is skilled in implementing strategic business objectives into practical operating plans, identifying and solving operational challenges and managing his team with a collaborative leadership style and a clear focus on execution. His high-energy work ethic has been recognized by his peers and has catapulted him into his current role as Branch Manager for the Fresno Branch.

He has over 26 years of experience in the security field and has had the distinct honor and has been with Allied Universal® since 2017. In his current role, he manages over 530 security staff members that include several business managers and is responsible for over 50 client sites. He ensures to set the direction, tone, and client-specific plan for achieving agreed-upon service levels and meeting actionable expectations for delivering measurable results.

Rickie will directly support the operations team for the City of Fresno and will be present for all QBR's to ensure compliance.

Rickie served in the United States Army and graduated from Yosemite High School with honors.

**ALLIED UNIVERSAL® GOVERNMENT SERVICES**

**TRACY FULLER**  
**President, Government Services**

During her tenure with Allied Universal®, Tracy Fuller helped lead the organization to becoming the industry leader in the state and local government markets. Our Government Services Division serves as the organization's Subject Matter Experts (SMEs) for all aspects of government contracting with Federal, State and Local agencies. In her current role as President - Government Services, Tracy is responsible for guiding marketing strategy, customer initiatives, contract compliance and industry engagement while achieving organizational goals and objectives.

Tracy has also served as President of Summit Off Duty Services and Chief Commercial Officer at ACTS-Aviation Security. Under her leadership with Summit Off Duty Services, the organization transformed from a regional to a national provider of off duty security services, working with enterprise customers and law enforcement agencies across the nation. As Chief Commercial Officer with ACTS-Aviation Security, Tracy focused on the organization's market growth in the aviation security industry in North America, understanding the evolving threats and challenges to airports and airlines and ensuring the company's security programs supported the aviation industry's initiatives and regulatory compliance. Tracy represents Allied Universal® to various organizations focused on the government security industry. She is also an active member on numerous industry committees and projects and a frequent speaker and moderator for industry conferences.



**CHARLES BOHNENBERGER**  
**Vice President, Government Services**

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

His experience in the public sector includes serving as a senior advisor to Pennsylvania Governor and former United States Secretary of Homeland Security Tom Ridge, and as an appointee in the George H.W. Bush Administration serving on the White House staff. His private sector experience includes serving as Senior Consultant with IBM and as IBM's Liaison to the United States Department of Homeland Security, where he coordinated the company's efforts supporting the establishment of that Federal Agency.

Charles holds a Bachelor of Arts in Political Science from Villanova University and a Master of Public Administration from the University of Pennsylvania. He represents Allied Universal® as a member of

industry-related organizations such as the American Public Transit Association (APTS), the International Association of Chiefs of Police (IACP), the National Sheriff's Association (NSA), and the National Association of Security Companies (NASCO) Federal Protective Service Advisory Council. He holds positions on various committees within these organizations and serves as a subject matter expert to their membership, helping to develop best practices and industry standards.

### 3. How many years has your business been established?

The Company has been established for 67 years, since 1957.

### How many years has your business been under your present name?

The Company has operated under our present name for 15 years, since 2009.

### How many years under former names? (List names and number of years)

The Company has not operated under any previous names in the last five years.

### 4. How many years has your business been providing services?

The Company has been providing security services for 67 years.

### 5. What other types of services does your business provide

Allied Universal provides end-to-end security solutions that are customized, flexible, and scalable including:

SECURITY PROFESSIONALS	RISK ADVISORY & CONSULTING	TECHNOLOGY SOLUTIONS	PROFESIONAL SERVICES	SECURITY & SAFETY TRAINING
<ul style="list-style-type: none"> <li>Armed, Unarmed &amp; Cleared Security Professionals</li> <li>Patrol &amp; Response</li> <li>Visitor Management/Concierge</li> <li>Canine Security Services</li> <li>Off-Duty Police Officers</li> <li>Vertical Market Expertise</li> </ul>	<ul style="list-style-type: none"> <li>Security Risk Management Consulting</li> <li>Threat &amp; Violence Risk Management</li> <li>Off-Duty Officers (ODOs)</li> <li>Executive Protection</li> <li>Security Risk Investigations</li> <li>Asset Protection &amp; Disaster/Emergency Response</li> <li>Corporate Security as a Service (CSaaS)</li> <li>Fire &amp; Life Safety Services</li> <li>Security Operations Center (SOC)</li> <li>Specialized Services</li> </ul>	<ul style="list-style-type: none"> <li>Access Control</li> <li>Video Surveillance</li> <li>Autonomous Robots &amp; Drones</li> <li>Monitoring &amp; Response Center (MaRC)</li> <li>Fire &amp; Intrusion Alarm Monitoring</li> <li>GSOC Services</li> <li>Hosted &amp; Managed Access Control</li> </ul>	<ul style="list-style-type: none"> <li>Events</li> <li>Janitorial</li> <li>Insurance Investigations</li> <li>Landscaping</li> <li>Staffing</li> <li>Cash Processing Solutions</li> </ul>	<ul style="list-style-type: none"> <li>Fire Life Safety Training</li> <li>Floor Warden/Fire Drill Assistance</li> <li>Emergency Preparedness</li> <li>Specialized Industry Training</li> </ul>



**HELIAUS**  
An Allied Universal® Solution



**AMAG**  
An Allied Universal® Company



Manufacturer of Symmetry®  
line of access control, video, identity, visitor and incident management solutions.

## Full Suite of Innovative, Industry Leading Services

**6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):**

Active U.S. affiliated companies are as follows:

U.S. Affiliated Companies	
<ul style="list-style-type: none"><li>• Peoplemark, Inc.</li><li>• Allied Security Holdings, LLC</li><li>• Guardsmark (Puerto Rico) LLC</li><li>• AlliedBarton Security Services LLC</li><li>• Spectaguard Acquisition LLC</li><li>• AlliedBarton (NC) LLC</li><li>• SecurAmerica LLC</li><li>• Central Defense Services LLC</li><li>• ERMCLLC</li><li>• ERMCLLC of America LLC</li><li>• FJC Security Services Inc.</li><li>• Universal Protection Service, LP</li></ul>	<ul style="list-style-type: none"><li>• The following entities are owned by the bidder, Universal Protection Service, LLC: SecurAmerica, LLC; Central Defense Services, LLC; ERMCLLC; ERMCLLC of America, LLC; and FJC Security Services, Inc. The bidder’s parent company, Universal Protection Service, LP, is the parent or grandparent of the following entities: Peoplemark, Inc.; Guardsmark (Puerto Rico), LLC; Allied Security Holdings LLC; AlliedBarton Security Services LLC; AlliedBarton (NC) LLC; Universal Protection Service of Seattle, LLC; and Spectaguard Acquisition LLC.</li></ul>

**7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years?   X   Yes or    No**

**If so, list the date, client, and reason for termination below:**

Allied Universal successfully services thousands of clients pursuant to thousands of contracts nationwide. We do not track contract expirations on a centralized basis. Also, most client contracts provide the parties with the right to terminate for convenience. However, we are aware that, on occasion, contracts are terminated for convenience in accordance with contract terms.

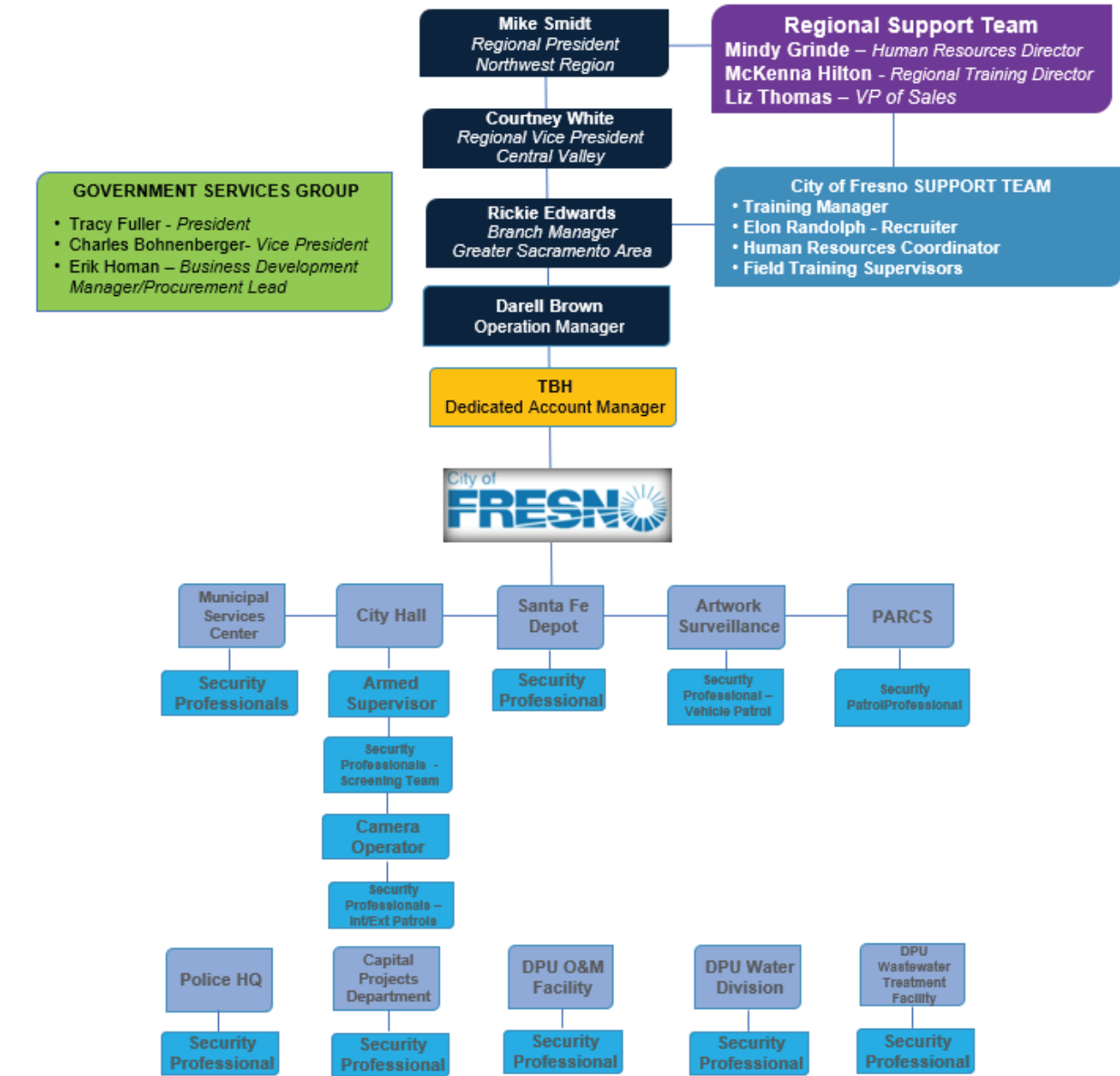
**8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field.**

NORTHWEST REGION	
<b>Region President Mike Smidt</b>	Mike oversees Allied Universal performance and client relations in the Northwest Region. He reports directly to Allied Universal Chief Executive Officer Steve Jones. Mike sits out of our Sacramento office.
<b>Regional Vice President Courtney White</b>	Courtney ensures the overall successful performance of the Northwest region, overseeing and directing all operational, financial and administrative functions. She reports directly to Region President Mike Smidt and works with the City’s Branch Manager, Rickie



NORTHWEST REGION	
	Edwards, providing additional support for your account as needed. Courtney sits out of our Sacramento office.
<b>Branch Manager Rickie Edwards</b>	Rickie supervises and mentors the City's account management team and branch support staff. Rickie also participates in the staffing and selection process for your account to help increase retention and stability. Rickie sits out of the Fresno office.
<b>Operations Manager Darell Brown</b>	Darell is responsible for key site operations, including staffing, scheduling and processing payroll for all Security Professionals. Darell maintains regular communication with Security Professionals, resolving issues regarding pay, morale or complaints. Darell also manages overtime through effective scheduling and timely, qualified hiring decisions. Darell will take prompt action to resolve complaints about employee performance or conduct to your satisfaction, administer discipline and coach Security Professionals, and initiate and execute termination actions, as necessary. Darell sits out of the Fresno office
<b>Account Manager TBH</b>	The Account Manager (AM) will supervise the daily security operations of your site and provides an immediate contact for the City. The AM will manage our team of Security Professionals, and Site and Shift Supervisors, with responsibility for selection and hiring, Security Professional scheduling, payroll, training, coaching, development and support. The AM will ensure your site is provided with high quality security services to protect your people and property. The AM also will handle any issues or emergency situations that may arise on-site. The AM will work in Fresno.
<b>Recruiter Elon Randolph</b>	Allied Universal Recruiters actively contact hundreds of local and regional recruitment sources for their local offices. They staff job fairs, develop new relationships in local communities, interview at resource sites or in branch offices, place advertisements on-line and in local periodicals, and will also visit your sites so they may better recruit for the City's specific needs. Elon sits out of the Fresno office.
<b>Trainer McKenna Hilton</b>	Trainers are led by Director, McKenna Hilton. Trainers lead Allied Universal's customized orientation training, coordinate the continuous training advancement program, and schedule and lead First Aid/CPR/AED and First Responder training. In addition, our Trainers assist in tracking training records, and they deliver additional monthly training modules. McKenna sits out of our San Jose office.





9. Does the proposer currently possess sufficient resources to meet the initial requirements for this contract?  X  Yes or   No

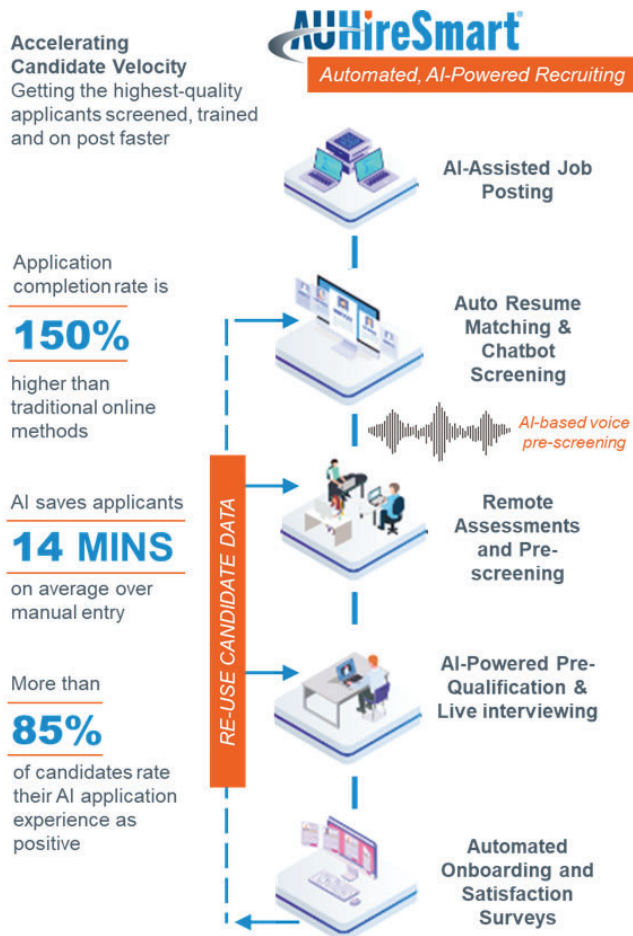
Yes. From some of the largest international contracts to local municipalities across the nation, Allied Universal has sufficient resources locally, regionally, and if necessary, nationally to provide security services to City of Fresno.

10. Describe how you will meet the requirements to provide the services as outlined in this Request for Proposals.

Thanks to our broad-spectrum recruiting resources, stringent screening and hiring process, and reputation for attracting top-quality, career-minded professionals, Allied Universal is able to identify

and place high-performing, best-fit security personnel quickly for the City's unique environment and security program. Some of the recruitment resources we use include [jobs.aus.com](https://jobs.aus.com), promotions and employee referrals, universities and schools, former military/reservists, veterans' organizations, police and fire departments, job fairs and open houses, and professional organizations.

## Streamlined Screening and Hiring with AU Hiresmart™



Allied Universal recruiters use AU HireSmart™, an end-to-end Artificial Intelligence (AI) recruiting solution, which provides a number of unique benefits designed to streamline the recruiting process to meet your placement needs quickly.

HireSmart translates candidate video screening tests into actionable data that accurately predicts a candidate's aptitude for any given role. These videos measure emotional expression, tone, language patterns, and word choice to determine a candidate's fit for the position. This process improves the quality of services we provide while decreasing security professional turnover by matching candidates with the jobs most suited to them.

### Basic Qualifications

We hire candidates who represent the highest standards of both Allied Universal and our clients. For hiring consideration, all applicants must meet the following minimum criteria:

- 18 years or older (or as appropriate to state or contractual obligations)
- Possess a high school diploma or GED, plus at least one verifiable employment (or at least five years of verifiable employment history)
- May not have job-related criminal convictions, as specified under Allied Universal Guidelines
- Able to read, write and speak English
- Effective oral and written communication for the purpose of public interaction and report writing
- Provide evidence of eligibility to work in the United States (as evidenced by the I-9 and e-Verify process within three days of hire)
- Present a valid state/province-issued Guard License in jurisdictions where such is required, or be able to obtain such prior to beginning to work (or within the state-required timeframe, if applicable)
- Perform essential functions of the position with or without reasonable accommodation



- Willing and able to complete a post-offer/pre-employment 10-panel drug test successfully via an oral swab (at a minimum – some client accounts to which an applicant may be assigned require a lab-based urine drug/alcohol test), unless otherwise provided by law (U.S. only)
- Possess a valid driver's license and clean driving record (necessary for some sites and posts)

## Screening

Allied Universal evaluates candidate background and experience, as well as communication and interpersonal skills, as key elements in determining a candidate's fit for a position. We also offer customized screening options at client request, including any additional background checks that the City might require for a specific location or role. After carefully reviewing candidate background, we invite the most qualified candidates for formal interviews with local branch recruiting teams.

Allied Universal's standard background screening includes:

**Application Review and Assessment** – We carefully analyze employment history, stability, and relevant experience and qualifications for each specific job opening.

**Interviews** – Initial in-person interviews assess punctuality and appearance, and clarify points of a candidate's application. We may conduct multiple interviews. Candidates who continue beyond the initial interview also attend our orientation program.

**Electronic I-9 and E-Verify** – We use E-Verify, the government's employment eligibility system, to verify identity and proof of eligibility to work in the U.S. for all potential employees.

**Management Testing** – Management testing involves one or more behavioral assessment tools that help assess a candidates' management abilities, drive, maturity and people skills, as well as evaluate whether they are a good fit for a specific position.

**Social Security Trace** – We run Social Security checks on each candidate to verify address history and determine what repositories should be included in our criminal background check.

**Criminal Background Checks** – Before we assign employees to a post, each employee undergoes a criminal records background check (except where that is conducted as part of the state guard licensing agency). Where required, we submit fingerprints to the appropriate law enforcement agency for a detailed background investigation. We also conduct statewide criminal checks as required. Allied Universal only hires individuals suitable for employment in the positions for which they are being hired and who also meet eligibility requirements for a security guard license or credential where required by state law.

**National Sex Offender Registry (except CA and NV where such checks can only be done in accordance with state law)** – For the most complete and current report, this additional step in the background check process searches the Federal Department of Justice database, which includes real time listings of registered sex offenders.

**Pre-employment Drug Testing** – Applicants complete an oral 10-panel drug test prior to assignment. Lab urinalysis testing is available at an additional charge.

**Motor Vehicle Report** – Security Professionals designated to drive a vehicle must have driving eligibility verified by a Motor Vehicle Report. They also complete on-site training before they can operate a vehicle.



**Security Professional Integrity/Honesty Assessment** – We may require behavioral assessments on a pre-placement basis to help evaluate attitudes and behaviors linked to integrity, honesty, trustworthiness, and customer service aptitude. Assessments, available for an additional charge, predict but do not guarantee performance or behaviors.

**Education and Employment Verification** – Allied Universal will also include specific education and employment verification (for a nominal fee) if the City requires specific checks.

## Armed Services

Allied Universal has been providing security services across the United States for 67 years, and currently employs more than 17,500 armed Security Professionals. The City will benefit from complete assurance that your company's employees and assets are protected by armed security specialists who meet our strict hiring, background, and security training standards. Additionally, we go the extra mile by requiring our armed Security Professionals to meet or exceed all federal, state, and local laws and regulations with respect to firearms and nonlethal weapons licensing, training, and qualification.

Allied Universal Armed Security Professional candidates are subject to a thorough screening process, including:

- Comprehensive review of completed application
- Initial interview to assess timeliness, appearance, communication skills and personality
- Social Security check
- Criminal background check
- A fingerprint-based national check through a State Identification Bureau and the FBI Integrated Automated Fingerprint Identification System (where permitted by state code or regulation)
- A name-based statewide and/or county criminal history records search
- County by county searches based on:
  - Residences or names discovered through a credit check or Social Security check
  - The location of listed residences
- Felony and misdemeanor searches
- Conviction and (where permitted by state law) pending prosecution searches
- Prior employment verification (minimum two references)
- Pre-employment 10-panel drug screen
- Secondary interview with Account Manager or client representative
- In addition to meeting relevant Allied Universal and state requirements, as a matter of Allied Universal policy applicants must not have certain convictions

To be considered for an Armed Security Professional role with Allied Universal, an applicant must:

- Be at least 21 years of age
- Be a citizen of the United States and/or legally authorized to work in the United States
- Have a high school diploma or GED
- Not suffer from any mental or physical infirmity that would prevent the safe handling and operation of a firearm
- Provide a valid driver's license and have access to transportation

- Have no disqualifying criminal convictions applicable to state licensing regulations or the Federal Gun Control Act of 1968, which bars misdemeanor crimes of domestic violence

Firearms training varies by state regulation, but generally ranges from 20-40 hours, covering these or similar topics:

- Use of firearms
- Ethical and moral considerations of weapons use
- Liability for acts while armed
- Use of deadly force/the Force Continuum
- Search, seizure and arrest procedures while armed
- Firearms safety and maintenance
- Fundamentals of non-lethal weapons use
- Qualification (range practice, one day fire; minimum qualification course typically of 50 rounds with a minimum passing score of 70 - 80 percent)
- Successful completion of written examination with minimum passing score





Uniforms



Our Security Professionals, well-groomed and impeccably dressed, project authority as brand ambassadors for Whatcom County. They embody your company's image and values. We meticulously hire, coach and inspect officers to exceed industry standards and meet your program's requirements.

MILITARY STYLE	BUSINESS CASUAL	HIGH VISIBILITY	EXECUTIVE STYLE
<p><b>Ideal for security programs that demand a high level of security presence</b></p> <ul style="list-style-type: none"><li>• Shirts in blue, white, tan or gray</li><li>• Shoulder epaulets</li><li>• Two pleated chest pockets with three-point flaps<ul style="list-style-type: none"><li>– Permanent military creases</li><li>– Reinforced sewn-in badge tab</li><li>– Pleated pockets with pen slot</li><li>– Three-point scalloped flaps</li></ul></li><li>• Flat front uniform pants in black, navy or heather gray</li><li>• Duty belt</li></ul>	<p><b>Maintain a security identify in warm climates or environments that require high-activity patrols</b></p> <ul style="list-style-type: none"><li>• Polo shirt in navy or white</li><li>• Allied Universal logo embroidered on the chest</li><li>• Khaki-style slacks</li><li>• Leather belt</li></ul>	<p><b>High-visibility uniforms allow security professionals to be easily seen for information or as deterrents</b></p> <ul style="list-style-type: none"><li>• Shirts in blue, white, tan or gray</li><li>• Shoulder epaulets</li><li>• Two pleated chest pockets with three-point flaps</li><li>• Permanent military creases</li><li>• Reinforced sewn-in badge tab</li><li>• Pleated pockets with pen slot</li><li>• Three-point scalloped flaps</li><li>• Flat front uniform pants in black, navy or heather gray</li><li>• Duty belt</li></ul>	<p><b>When customer service is key, our Executive uniform options provide a polished and professional appearance</b></p> <ul style="list-style-type: none"><li>• Single breasted gold button uniform blazer in black or navy</li><li>• Single breasted executive suit coat in black, navy, navy pinstripe or charcoal</li><li>• Polyester/cotton broadcloth executive dress shirts - white, French blue or light blue</li><li>• Pleated front executive dress slacks in black, charcoal or navy</li><li>• Leather belt</li></ul>

Benefits

As an industry leader, Allied Universal provides meaningful, comprehensive employee benefits to Security Professionals. We offer high-value employee benefits that help us attract high-caliber personnel to serve client needs. We believe that providing comprehensive benefits increases employee satisfaction and enhances security professional effectiveness.

Benefits for Security Professionals include:

- **Medical Insurance:** We offer medical plans to all benefit-eligible employees through payroll deduction and/or client contribution (pursuant to our eligibility requirements and policies). Estimates provided in this proposal represent costs based on proposed and evolving regulations, plan structure, and estimated participation. Detailed additional information regarding coverage and premium costs is available upon request.
- **Dental and Vision Insurance:** Benefit-eligible employees qualify for dental and vision plans.
- **Disability Insurance:** Benefit-eligible employees may purchase both short and long-term disability insurance.





- **Life Insurance:** We provide basic life and accidental death and dismemberment insurance to benefit-eligible employees at no charge. Supplemental life insurance is also available to employees at a competitive rate.
- **Accident Insurance:** Benefit-eligible employees have the option to purchase accident insurance from Aflac.
- **Cash Pay Card:** Employees have the option to receive their pay through direct deposit or as a Cash Pay Card (where permitted). The Cash Pay Card option offers a branded debit card and check option, allowing employee access to wages without having to incur fees.
- **DailyPay:** DailyPay is a voluntary program that allows employees to track their pay after every shift and provides on demand access to their earnings. DailyPay also includes free tools to budget and plan for expenses.
- **Educational Assistance:** We provide educational assistance for eligible applicants selected for the program including up to \$3,000 toward the cost of tuition and qualified related expenses. We partner with over a dozen colleges/universities (DeVry University, The George Washington University, Liberty University, Ashford University, and others) to offer tuition discounts. We also award up to ten annual scholarships of up to \$1,000 to the children of our employees.
- **Commuter Benefits Program:** Allied Universal offers transit and parking options for benefit eligible employees who can elect to have funds deducted through payroll on a pre-tax basis.
- **Paid Time Off:** We provide different vacation options such as paid time off, anniversary bonuses, and vacation time based on the specific contract and state sick time laws.
- **401(k) Retirement Plan:** Allied Universal employees are eligible to enroll in our 401(k) retirement savings program anytime following six months of employment.
- **Holidays:** Security Professionals receive time-and-a-half pay when working these holidays: New Year's Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas Day. (In some locations/customer sites, President's Day may be substituted for Martin Luther King Day as the 7th designated company holiday.)
- **Employee Assistance Program:** This program is designed to assist employees in resolving personal circumstances that could impact their work performance.
- **PerkSpot:** We offer various fringe benefits exclusively to our employees for personal use. Some of these benefits include discounts on items such as fitness memberships, cellular phone plans, retail merchandise and credit union access. Allied Universal also partners with a range of vendors so employees can benefit from special savings and offerings from companies that include: Sprint, AT&T, Verizon Wireless, DIRECTV, Dell Computers, VPI Pet Insurance, GlobalFit, and H&R Block.
- **Purchasing Power:** a program that allows employees to purchase brand name computers, appliances, furniture, TVs and more through payroll deduction.

**NOTE:** Allied Universal reserves the right to change, amend, or terminate the benefits programs and its options at any time.

## Training

Compliance tracking through EDGE®, our online learning management system, allows Allied Universal to record and report on training accurately. Trainers and managers can review Security Professional progress through initial, specialty, and refresher training courses, and they can verify compliance with required courses

All formal training and development is delivered under AU Institute®. AU Institute is supported by more than 50 certified instructors and provides both mandatory and voluntary courses for pre-assignment, on-the-job, and as continuing education. We recognize that people learn through different methods and techniques. Therefore, we have multiple learning tools and approaches to ensure training is provided per contract terms and understood by Security Professionals. The following outlines our different training methods:

- **eLearning through EDGE®:** Provides Security Professionals easy access to online learning on over 1,500 training assets including courses, videos, webinars, and virtual instruction.
- **Instructor-Led training:** Led by a live instructor in a controlled environment, including in a classroom or virtually, which provides face-to-face contact or individual attention when needed. This format also allows personnel to participate in real-time Q&A sessions. Training may include multi-media such as videos and digital tests.
- **On-the-Job Training (OJT):** A critical client-specific component of a Security Professional's training program, OJT is structured to fully prepare an Allied Universal security professional for the day-to-day requirements of their particular post. OJT is customized for the assigned job type and applicable Scope of Work associated with the position.
- **Scenario-based learning:** Training on real life situations to teach Security Professionals how to react and make decisions when certain scenarios arise.
- **Web-based and hand-out publications:** Allied Universal published materials are distributed to employees to ensure they remain updated on topics important to their role. Each publication focuses on specific topics imperative to the security industry and are available on a weekly, monthly, and quarterly basis.

AU Institute® is the umbrella under which all formal training and development opportunities exist. Methods of training include eLearning on Allied Universal EDGE®, Instructor-led, Virtual Instructor-led, On-the-Job Training, Scenario-based, and mLearning (mobile friendly). Training is tailored for specific roles.

### Allied Universal Security Professional Training

There are five phases of Security Professional onboarding and development. These have specific timeframes for completing each phase, as well as testing guidelines to ensure comprehension.

Training phases include:

- New Employee Orientation (pre-assignment training that must be completed prior to being assigned a post)
- On-the-Job-Training Post Certification (to be completed within 21 days of hire)
- Core Training (must be completed in first six months)
- Quarterly Site Training
- Vertical Market Training

Our Managers will work with the City to determine the training necessary for each site. Specialized training such as Fire Safety Professional, Safety Professional Specialist, and CPR/First Aid/AED are available as well. Any training requiring yearly recertification will be completed as required.

**Allied Universal Supervisor Training**

This training readies supervisors for their roles and helps them engage our Security Professionals to meet your needs effectively. First-time Site/Shift Supervisors are prepared for the challenges of leadership through topics such as:

- Introduction to Allied Universal
- Role of the Supervisor
- Allied Universal Training Process
- Employee Relations for Supervisors
- Report Writing for Supervisors
- Coaching and Counseling
- Progressive and Attendance Discipline



**Allied Universal Management Training**

Our management training covers a variety of business and security-related topics, with the goal of shaping proficient managers with smart business sense. Some of the topics covered may include:

- Allied Universal Training Programs and Processes
- Employee Benefits and Human Resources Procedures
- Selecting Talent and Talent Management
- Payroll and Invoicing Procedures and Best Practices
- Client Relationship Management
- Recruiting and Retention
- Employee Relations, Coaching/Counseling, and EEO
- Progressive and Attendance Discipline


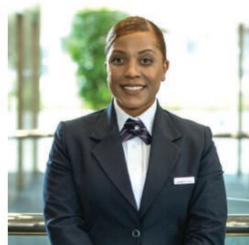





**Core Training**

Allied Universal Security Professionals have many opportunities to further their careers and expand their knowledge through our training opportunities. Core Training, Phase Three of our Security Development process, consists of 20 lessons, each with an exam that must be passed successfully with a score of 80% or higher. To ensure completion of Core Training within six months of hire, we track compliance through our online compliance management system, WinTeam.

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

## Customer Service

We offer an array of customer service training to help our Security Professionals hone their skills and acquire new ones in order to continue providing superior service. Our training programs focus on improving communication, effective listening, problem-solving, and organizational skills. Below are a few of the training programs we offer:

CUSTOMER SERVICE TRAINING	
	<p><b>Customer Service</b></p> <p>This course covers the importance of customer service and satisfaction; tips for delighting customers; effectively handling customer complaints, client meeting guidelines, and best practices.</p> 
	<p><b>White Glove Customer Service</b></p> <p>Covers the importance of customer service; providing white glove service; managing perceptions to create an excellent impression; effective communications; handling mistakes and customer complaints, and exceeding client expectations.</p>
	<p><b>Exceptional Customer Care</b></p> <p>The course examines how Security Professionals can exceed their customers' needs with client-focused service.</p>
	<p><b>Effective Listening</b></p> <p>Covered topics: the importance of listening when communicating; tips for being an effective listener; how to recognize and avoid behaviors that hinder listening skills.</p>
	<p><b>Telephone Etiquette</b></p> <p>Covered topics; the importance of listening; tips for being an effective listener; and how to recognize and avoid behaviors that hinder listening skills.</p>
	<p><b>CARE Customer Service</b></p> <p>Covers the role of CARE Ambassadors and best practices to prevent infection and spread in the workplace including creating a welcoming presence to ease the return to workplace anxieties; managing social distancing and safety in the workplace; and providing phenomenal customer service and empathy during a pandemic.</p>

## Ongoing and Refresher Training

Allied Universal believes in reinforcement of initial training as a key to effective learning and long-term performance excellence. We use a structured process for refresher training on a variety of topics related to your needs and contract requirements. Local and branch management and regional



training staff deliver standard, company-wide training modules. We also provide programs focused on advanced topics or customized to meet City needs.

Our managers will work with the City to identify training opportunities appropriate for the Security Professionals in your program and will help ensure that ongoing training remains a top priority.

Possible training topics include:

- Fire Alarms
- Access Control
- Bomb Threats
- Medical Emergencies
- Broken Windows
- Patrol
- Water Leaks
- Suspicious Persons/Disturbances
- Water Leaks
- Power Outages
- Customer Service
- Safety Awareness
- Elevator Entrapments



## HELIAUS AI Platform to Manage Operations

HELIAUS®, Allied Universal's proprietary platform, is the smart technology of tomorrow that places insight into the hands of Security Professionals to better protect the City's people, brand, and assets. Leveraging a sophisticated artificial intelligence (AI) engine that uses powerful algorithms to generate risk-averse recommendations, HELIAUS offers a fundamental shift in integrated security solutions. HELIAUS is not just a tour or incident management system, is a comprehensive workforce management solution. With HELIAUS at the center of your security operations, your Security Professionals are always connected and engaged, situationally informed, and armed with the right recommendations to create safer, more secure environments.

### HELIAUS - Technology Platform

HELIAUS provides instant post orders, incident reporting, GPS tracking, visitor logging and more. Every aspect can be tailored to the City's security program, vertical market, location, business model, or site-specific needs.

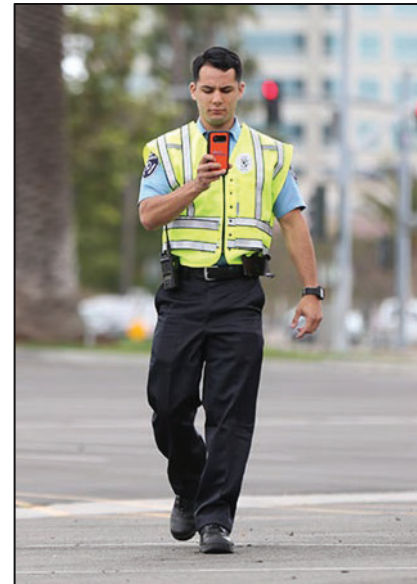
HELIAUS consists of two parts--HELIAUS Mobile and HELIAUS portal. Our HELIAUS mobile device allows Security Professionals to share information and acts as a virtual coach on post. HELIAUS portal provides real-time site and historical information to identify trends and develop future insights.

### Customizable Dashboards and Reporting

The HELIAUS online portal, accessible by Allied Universal management as well as City representatives, is the most powerful security intelligence management dashboard available in the industry. With your configurable and detailed dashboard, your representatives can access all of your data quickly and easily in one place, creating one security ecosystem for your site.

Widgets available for your dashboards include:

- Tour results
- Incidents
- Officer tracking
- Activity heat maps
- Training and certification compliance
- Post orders
- Business intelligence



HELIAUS allows scheduled and on-demand reporting via text or email, giving the City total control of the information. In addition, we can set up key alerts tied to specific types of reports. For example, if a Security Professional notices an incident while on duty, they can fill out a customized report through our system that will notify key points of contact in real time for resolution.

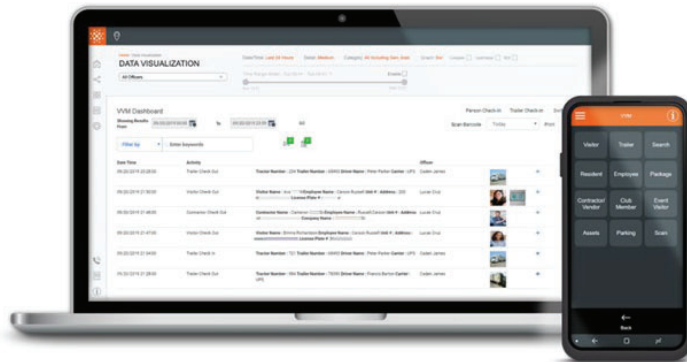


## Quickly Identify Safety and Security Trends

The HELIAUS dashboard will allow you to view historical trends that are customizable by date, category, and location. These insights provide you with a full view of your site, allowing you to adjust resources and responses as needed through the HELIAUS tour and workflow applications.

## Configurable Tours and Workflows

While Security Professionals send data to the online portal, they also receive post order instructions in real time. Through HELIAUS, we can program custom workflows to virtually coach Security Professionals when they scan an NFC tag, approach a beacon, or enter a specified GPS zone. Tasks assigned to areas can include following checklists, taking videos or photos, sending the client an email or text message, answering follow-up questions and more.



## Tour Routing

HELIAUS allows for the programming of tours based on each site. Tour schedules determine which zones Security Professionals should visit, what activities should be performed in each zone, and when each zone should be visited. The progress of these tours is tracked in real-time through the portal along with any data Security Professionals capture along the route. If a tour is missed, our security teams are immediately alerted to correct the issue.

HELIAUS allows for two types of tour routes--pre-programmed static tours defined by the security management team and dynamic tours generated based on AI recommendations.

## AI-Powered Dynamic Tours

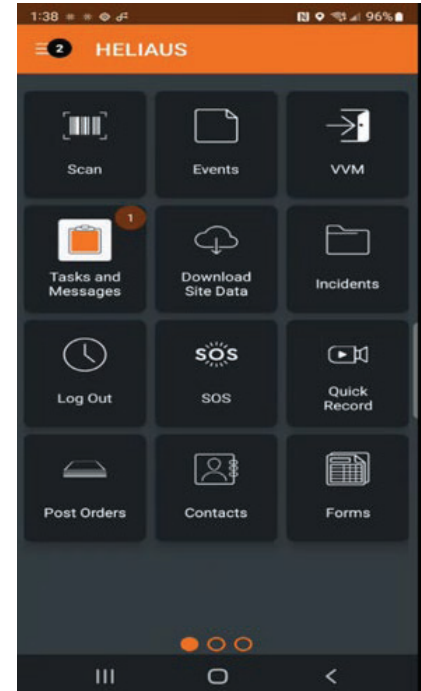
With dynamic tours, our AI engine collects and analyzes data to find trends and potential deficiencies to correct. These recommendations then become actionable by putting Security Professionals in the right place at the right time to help drive prescriptive post orders and better outcomes for your site. HELIAUS recommendations improve your security team's decision making and create efficiencies that reduce the frequency and impact of incidents, creating savings for your business.

## Additional Mobile Capabilities

Outside of the tour and activity tracking functions of HELIAUS, it also aids with:

- **Incident Reporting** – Your security team can create incident reports on the go, filling out key details by typing or simply speaking into their phone. Incident reports are categorized and can be accompanied by photos, videos and additional notes.

- **Event Reporting** - Similar to incident reporting, this feature allows Security Professionals to document activities such as maintenance issues, slip and fall hazards, suspicious activity and more while on the go.
- **Tasks and Messages** – Messages can be sent and tasks assigned to Security Professionals while on duty. This feature keeps the Security Professional in the HELIAUS app while allowing Supervisors to communicate important information such as emergency notifications or special events.
- **Visitor and Vehicle Management** - Security Professionals can check in or out anyone coming on or off your property. This configurable set up can collect a variety of information, scan identification, provide access badges, collect license plate numbers, or take photos of visitors and vehicles, while cross checking individuals against our barred visitor application that utilizes facial recognition. This can help expedite check-in for your employees, contractors, and visitors.
- **Fire and Safety Inspections** - Equipping our Security Professionals with the Fire and Safety module ensures your fire extinguishers, AEDs, first aid kits, and more are fully functional and compliant with industry regulations. The module provides step-by step instructions, real-time documentation, and instant alerts if malfunctions or irregularities are identified
- **SOS** - This feature puts the security professional in immediate contact with 911 in case of emergencies. At the same time, HELIAUS records an event for upload to the cloud and alerts other Security Professionals in the area of the emergency.
- **Lost and Found** - HELIAUS can track any lost or found items, including the reporting party's information, photos, and details of the lost or found item. This capability allows us to notify and verify property is returned to the rightful owner
- **Custom Forms** - HELIAUS can quickly transform any site-specific forms to be completed and stored inside of HELIAUS. Forms can include a variety of custom fields to ensure all of your required information is collected and properly stored electronically.



BENEFITS OF HELIAUS®		
<b>Reduced Downtime</b> <ul style="list-style-type: none"> <li>• Increased operations efficiency</li> <li>• Facility readiness</li> </ul>	<b>Reduced Accidents</b> <ul style="list-style-type: none"> <li>• Reduced workers compensations claims</li> <li>• Reduced compliance fines &amp; insurance</li> <li>• Reduced risk factors</li> </ul>	<b>Reduced Loss</b> <ul style="list-style-type: none"> <li>• Reduced replacement costs</li> <li>• Reduced loss of service liability</li> </ul>
<b>Reduced Crime</b> <ul style="list-style-type: none"> <li>• Information &amp; employee safety</li> <li>• Reduced lawsuit liability</li> </ul>		<b>Reduced Policy Violations</b> <ul style="list-style-type: none"> <li>• Reduced code enforcement fines</li> <li>• Generate revenue</li> </ul>

## Evolv Weapons Detection System for City Hall

Advanced Security Screening

### Evolv Express®

**Many people want to feel safer in their everyday lives.**

*The need to keep public places safe is essential.*

Security teams can face significant challenges as they strive to screen large numbers of people quickly while maintaining high-security standards. Extensive top-to-bottom manual searches and hand wandling can be time-consuming and invasive, potentially leading to long lines, stressed security teams, and unhappy visitors.

### Evolv Express® for Concealed Weapons Detection

Evolv partners with schools, hospitals, performing art centers, stadiums, arenas, and other venues to offer a modern solution for security professionals seeking to balance safety and a positive visitor experience. Trusted by 800+ customers, Evolv Express® provides concealed weapons detection that uses advanced sensor technology and artificial intelligence to pinpoint and distinguish a wide variety of potential threats from many common everyday items, such as phones and keys. Evolv Express has screened over 1 billion people since 2019, designed to screen visitors effectively while helping minimize congestion and disruptions to traffic flow at ingress points.

Evolv Express is part of the Evolv Safer Experience System®, a connected and layered approach that integrates people and technology to help deter, detect, and orchestrate response to physical security threats. Unlike standalone solutions, the Safer Experience System combines brandished firearm detection, concealed weapons detection, and integrated data analytics into a unified security infrastructure. Evolv's unique "Red Box" visual alert is provided across many Safer Experience System products to help identify the threat location.



### Consistent Detection

Evolv Express consistently detects many concealed threats and distinguishes them from many common everyday items, such as phone and keys.\* Evolv Express set up is repeatable for operators by maintaining the optimal distance between the towers, designed to ensure consistent detection performance. Evolv Express offers selectable sensitivity based on risk management needs.



### "Red Box" Threat Identification

The connected Express tablet seeks to provide a fast, noninvasive threat resolution by providing security operators with visibility into who to search, helping eliminate potential bias in decision making, and where to search via a "Red Box" for efficient secondary screening. The Red Box is shown on an image of the person who alerted to show the location(s) of the potential threat(s), designed to reduce the need for manual top-to-bottom searching, which can be uncomfortable for the operator and intrusive for the guest.



\*Based on internal testing and self-certification with relevant sections of the NIOSH standard and third-party tests from Inceptor International, National Center for Spectator Sports Safety and Security (NCS4) and Minsk NED Limited. Evolv believes that there is no perfect security solution, including Evolv Express, that will stop all threats, all the time, and that a layered approach combining people, process and technology is recommended. For more information, please reach out to your Evolv account representative.



### A Welcoming Guest Experience

Families and groups can enter a venue together at their normal walking pace, aiming to provide a welcoming experience that seeks to maintain dignity and may accelerate entry for guests, students, patients, employees, and beyond. Visual alerts on the Express towers, along with image-aided and audible alerts on the connected tablets, help security operators to keep their heads up as people move through. This way, they can potentially greet and easily direct people, further enhancing the welcoming atmosphere.

### Evolv Express Delivers



**Efficient entry:** Created to allow people to move through screening at their natural walking pace.



**Consistent Detection:** Helps detect concealed threats distinguished from many benign items using advanced sensors and AI.



The **Red Box** on the Evolv tablet, which identifies the potential threat location, is designed to help operators reduce search time and speed up resolution.



**Rapid communication:** Staff can promptly send incident messages to their teams right from the connected tablet and integrate alerts with other security platforms.



**On-the-Go Mobile App:** Built-in digital reporting and advanced analytics for real-time operational insights.

### Data and Visibility

MyEvolv and Evolv Insights® help provide security teams with powerful desktop and mobile control over their systems along with visual dashboards, analytics, and regular automated reports around visitor flow, alarm statistics, event insights, threat type analysis and system performance with the goal to strengthen security and drive operational efficiency.



### Connected Security

Evolv's Open API and direct integrations with security technologies like Video Management Systems (VMS) and Mass Notification Systems are built into Evolv Express, designed to allow critical notifications and alert images to be communicated to the extended security ecosystem. Teams at the Security Operations Center (SOC) and other locations may swiftly receive alerts, requests for assistance, and location information from Express, with the goal to help initiate security protocols and procedures when a weapon is detected.

### About Evolv Technology

Evolv Technology (NASDAQ: EVLV) is transforming human security to help make a safer, faster, and better experience for the world's most iconic venues and companies as well as schools, hospitals, and public spaces, using industry leading artificial intelligence (AI)-powered screening and analytics. Its mission is to transform security to create a safer world to live, work, learn, and play. Evolv has digitally transformed the gateways in many places where people gather by enabling seamless integration combined with powerful analytics and insights. Evolv's advanced systems have scanned more than a billion people since 2019. Evolv has been awarded the U.S. Department of Homeland Security (DHS) SAFETY Act Designation as a Qualified Anti-Terrorism Technology (QATT) as well as the Security Industry Association (SIA) New Products and Solutions (NPS) Award in the Law Enforcement/Public Safety/Guarding Systems category, as well as Sport Business Journal's (SBJ) awards for "Best In Fan Experience Technology" and "Best In Sports Technology". Evolv, Evolv Express®, Evolv Insights®, and Evolv Visual Gun Detection® are registered trademarks or trademarks of Evolv Technologies, Inc. in the United States and other jurisdictions. For more information, visit <https://evolvtechnology.com>.

**evolv**

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### Evolv Express Gen2 - Single Lane

## **Evolv Expedite Bag Scanner**

Below is a link to a short video about the value that the Evolv Expedite Bag Scanner will deliver to the City of Fresno.

[Evolv Exepedite Bag Scanner Video](#)

## **Quality Assurance**

Allied Universal will review and monitor the City's security program regularly to ensure maximum operational efficiency and satisfactory performance of contract obligations at all times. We use a number of Quality Assurance tools to measure client satisfaction and identify any opportunities for improvement. These include account audits, performance evaluations and inspections, on-site focus groups, and regular feedback through Allied Universal Voice. We also solicit feedback from and share best practices for on-site safety and hazardous situations with our Security Professionals in order to enhance our level of service, add value to your security program, and ensure compliance.



**Our Quality Assurance Program**

**Quality Assurance Tools**

- Account Audits
- Account Standards
- Performance Evaluations
- Management Inspections
- On-Site Focus Groups

**Allied Universal Voice**  
Measuring your experience from day one to help ensure the consistent delivery of excellent service

**Quality Business Reviews**  
Regularly scheduled assessments

We have developed and implemented a number of innovative tools, programs and operational practices to help us meet our Quality Assurance objectives.

## **Operational Initiatives**

In addition to our Security Professional Quality Standards, we have implemented key operational initiatives designed to ensure quality remains a top priority for our operations, including:

- **Account Standards** - All Allied Universal accounts must comply with account standards mutually agreed upon between the City and Allied Universal management.
- **Account Audits** - Allied Universal conducts an annual audit for each account. The audit covers contract compliance, staffing levels and Security Professional deployment, review of post orders and procedures, training, documentation, wage review and billing consistency.
- **Performance Evaluations** - Hourly personnel and management staff receive formal performance evaluations every year. We track all evaluations in our integrated human resources system.

- **Management Inspections** - The local Allied Universal management team will conduct regular, nonscheduled inspections at each location. These inspections promote consistent service delivery and provide valuable insights about how our services are being delivered.
- **Quality Business Reviews** - Regularly scheduled assessments are reported and reviewed in meetings between your security management team and our local management. These reviews are designed to:
  - Review accomplishments
  - Create benchmarking for future reviews
  - Establish measurable goals
- **On Site Focus Groups** - We schedule focus groups with our Security Professionals, and where applicable, members of your staff to discuss process improvement ideas.

## Customer and Employee Feedback

Enhancing our quality assurance process and service delivery, our feedback processes provide formal and informal opportunities for valuable information that helps us monitor our frontline performance and identify improvement opportunities.

- **Allied Universal Voice** - Our formal "voice of the customer" program makes it easy to track client and employee satisfaction and enhances communication through intuitive real-time surveys that capture feedback, identify trends, and guide continuous improvement initiatives to enhance the value of the City's security program. Tracking your experience from day one helps us deliver consistently excellent service. By collecting and responding to your feedback, we are able to continuously evolve our services to meet your needs. A low survey score on any survey triggers a Red Alert in our system, prompting management to follow up within 48 hours and take action, as needed. Our closed loop process ensures an action plan will be developed with you to correct the issues. Our surveys will include:
  - Transition assessments that track your satisfaction to identify areas where we can better serve the City and improve our transition processes
  - Client loyalty surveys to rate your experience with us so we can identify our strengths and opportunities for improvement
  - Real-time surveys using our online client feedback tool that allows the City to rate its experience with Allied Universal any day at any time
- **Employee Surveys** – Ensuring employee satisfaction is essential to our Quality Assurance program. We survey our employees at key touchpoints when they are first hired (on day 3, 15, 30 and 60) using artificial intelligence-enabled text messaging that provides a quick and easy process to measure employee satisfaction and identify any issues that need to be resolved. If issues are reported, our system automatically sends follow-up texts to validate concerns and escalate to the management team. Throughout their employment, all employees have 24/7 access to Allied Universal Voice for real time reporting of any concerns





as well as a third party-operated 24/7 ethics hotline (<https://aus.ethicspoint.com>) to anonymously report suspected compliance issues without fear of retaliation.

## Measuring Results

Allied Universal strives to bring value to every client contract with superior service. Our Quality Assurance Program underscores our focus on continuous improvement and includes use of our corrective action process to control non-conformance and proactively drive improvements in the program. Our process for analyzing our security program performance includes:

- **Comprehensive Performance Measurements** - We measure our performance on multiple levels, including management effort toward fulfillment of contract terms and goals, recruiting and retaining top-quality employees, recognizing and rewarding successes, and maintaining a focused effort of continuous service improvements through analysis of the following:
  - Weekly service hours - Overtime, billed overtime, billed hours
  - Employee retention and tenure
  - Recognition and rewards
  - Training
  - Incidents
  - Performance evaluations
  - Trends
  - Customer satisfaction survey results
  - Best practices
  - Goals and improvement processes
- **Quality Business Reviews** - We will schedule regular meetings between City representatives and our local management to:
  - Review performance measurements
  - Recognize accomplishments
  - Create benchmarking for future reviews
  - Establish measurable goals
- **Customer Action Plan** - If issues arise on the account, we will implement a formal Customer Action Plan to document your concerns and assign a due date and responsible party to correct the situation. Once the issue is properly handled, we will ask that you sign the Customer Action Plan Form to acknowledge that your concerns were addressed successfully.

## Additional Quality Assurance Resources

While our local office will serve as your primary point of contact, the Allied Universal Service Assurance Center is available to assist after hours and for special emergency needs. Our Service Assurance Center offers:

- **24/7/365 Availability** - Operating around-the-clock
- **Call forwarding** - Branch office calls are forwarded to the Service Assurance Center at the close of each business day.
- **Crisis Communications** - Hub for crisis management communications providing support for hurricanes, blizzards, floods and other events



- **Special Coverage** - Serving as a communication conduit for emergency coverage needs
- **Scheduling Support** - Monitoring all security professional schedules, which helps to ensure accurate payroll and billing
- **Immediate Notifications** - Dispatching calls and messages immediately to the appropriate manager (home, phone, or cell phone)

## ✓ 6. References

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP, dba:  
Proposer's Name Allied Universal Security Services  
(Submit with Proposal)

### References

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME: City of Stockton  
 ADDRESS: 425 North El Dorado St., Stockton, CA 95202  
 CONTACT PERSON: Robert Hernandez PHONE NUMBER: 209-937-8457  
 FAX NUMBER: \_\_\_\_\_ EMAIL: robert.hernandez@stocktonca.gov  
 LENGTH OF CONTRACT: Five (5) (YEARS)  
 TYPES OF SERVICES PROVIDED: Unarmed Security Services at City locations such as City Hall, Police HQ, Permit Center, Libraries, municipal center, parks and other City locations
2. AGENCY/COMPANY NAME: City of Sacramento  
 ADDRESS: 915 I Street, Sacramento, CA 95814  
 CONTACT PERSON: Ashley Petralli PHONE NUMBER: 916-808-5749  
 FAX NUMBER: \_\_\_\_\_ EMAIL: apetralli@cityofsacramento.org  
 LENGTH OF CONTRACT: Five (5) (YEARS)  
 TYPES OF SERVICES PROVIDED: Provide over 4,000 HPW of Security Services to City facilities and roving patrols.
3. AGENCY/COMPANY NAME: City of Modesto  
 ADDRESS: 1010 10th Street, Modesto, CA 95354  
 CONTACT PERSON: Carolanne Wattle PHONE NUMBER: 209-577-5406  
 FAX NUMBER: \_\_\_\_\_ EMAIL: cwattle@modestogov.com  
 LENGTH OF CONTRACT: Five (5) (YEARS)  
 TYPES OF SERVICES PROVIDED: Provide Security Services at various City locations such as Water Treatment Facilities, Financial Department and City Garages.

Requirements Contract for Citywide Security Services  
RFP No. 9686

\*pg 22 missing, proposer submitted on 10/29/24

Universal Protection Service, LP dba:  
Proposer's Name Allied Universal Security Services  
(Submit with Proposal)

## ✓ Addenda

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

## Time Period to Award/Reject

The undersigned Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

## ✓ 7. Acceptance of Indemnification and Insurance

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP dba:  
Proposer's Name Allied Universal Security Services  
(Submit with Proposal)

### Statement of Acceptance of the Indemnification and Insurance Requirements

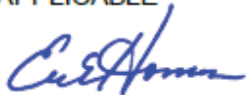
The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may cause a Proposer to not be awarded a contract.

☒ **ACCEPT**  
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

INSERT IF APPLICABLE



\_\_\_\_\_  
Signature of Authorized Person

Erik Homan  
Type or Print Name of Authorized Person

## ✓ 8. Disclosure of Conflict of Interest

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP,  
dba: Allied Universal Security  
Services

Proposer's Name \_\_\_\_\_  
(Submit with Proposal)

### Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Additional page(s) attached.

  
Signature

Oct. 21, 2024

Date

Erik Homan

Name

Universal Protection Service, LP, dba:  
Allied Universal Security Services  
Company

4672 W. Jennifer Ave. #101

Address

Fresno, CA 93704

City, State, Zip





## ✓ 9. Non-Collusion Declaration

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP  
Proposer's Name dba: Allied Universal Security Services  
(Submit with Proposal)

### Noncollusion Declaration Public Contract Code section 7106

The undersigned declares:

I am the Government Business Development Manager of Universal Protection Service, LP,  
Title of Authorized Person Bidding Firm, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true

and correct and that this declaration is executed on Oct. 21, 2024, at Fresno, CA.

  
Signature of Authorized Person

Erik Homan

Print Name of Authorized Person

**The above Noncollusion Declaration is part of the Bid Proposal.**

Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.

## ✓ 10. Addenda and Time Period to Award/Reject

We have read and agree to the Addenda clause and 120-day Time Period to Award/Reject the contract.



Brian Barr, Director  
2101 G. Street, Building A  
Fresno, CA 93706  
www.fresno.gov

### ADDENDUM NO. 1

#### RC RFP for CITYWIDE SECURITY SERVICES BID FILE NUMBER: 9686

#### NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., October 22, 2024.**

All changes and or clarifications will appear in **bold underlined type.**

#### UPDATE FROM THE CITY OF FRESNO

1. **The attached "LEVINE ACT DISCLOSURE STATEMENT" form must be filled out and returned with your bid submission.**

City of Fresno

A handwritten signature in blue ink, appearing to read "Sandra Gamez", written over a horizontal line.

Sandra Gamez  
Procurement Supervisor

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: \_\_\_\_\_

Company: Universal Protection Service, LP, dba: Allied Universal Security Services

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1  
September 24, 2024  
Bid File No. 9686



Universal Protection Service, LP

BIDDER/APPLICANT'S NAME: Allied Universal  
(Submit with Bid/Application)

### **LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive campaign contribution(s) from a party, or its agent(s), totaling more than \$250 within the 12 months before the proceeding, while the proceeding is pending, and prohibits such campaign contributions for 12 months following the final decision in a proceeding.

City Officers include City elected or appointed officers, their alternates, and any candidate for elective office. City Officers are listed at the following sites:

- *City elected officers* - <https://www.fresno.gov/cityofficials/>
- *Board and Commissioners* - <https://www.fresno.gov/cityclerk/#boards-&-commission-application>

**Parties and Agents are responsible for reviewing and disclosing on the record of a proceeding their campaign contributions to City Officers over \$250 in the prior 12 months.**

As a bidder/proposer you are a party to a proceeding under the Levine Act, and required to provide information about campaign contributions to City Officers made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules set forth by [FPPC Reg. § 18438.5](#), except for uncompensated officers of a nonprofit organization. You are responsible for reviewing the names of the City Officers at the links above prior to making the following disclosure:

Have you or your company, or any agent on behalf of you or your company, or any organization you direct or control made campaign contributions of more than \$250 to a City Officer in the 12 months preceding the date of the submission of your bid or proposal, or the anticipated date of any action by a City Officer related to this proceeding?

YES: \_\_\_\_\_ NO: X \_\_\_\_\_

If yes, please identify the City Officer(s) and date(s) of contribution in the space below:

City Officer(s) Name(s)	Date of Contribution(s)
_____	_____
_____	_____

Do you, your company, or any participant or agent on behalf of you or your company, or any organization you direct or control anticipate or plan to make any campaign contributions of more than \$250 to any City Officer in the 12 months following any action taken on this proceeding?

YES: \_\_\_\_\_ NO: X \_\_\_\_\_

If yes, please identify the City Officer(s) and anticipated date(s) of contribution in the space below:

City Officer(s) Name(s)	Date of Contribution(s)
_____	_____
_____	_____

Answering yes to the question(s) above does not preclude the City of Fresno from awarding a license, permit, or contract to your entity or taking any subsequent action related to the said

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Universal Protection Service, LP dba: Allied  
 BIDDER/APPLICANT'S NAME: Universal Security  
 (Submit with Bid/Application)

license, permit, or contract. It does, however, preclude the identified City Officers from participating in any actions related to the license, permit, or contract.

**NOTICE:** The disclosure duty under state law **continues for 12 months after the award**. You must submit a supplemental form if you make any new campaign contributions bringing your contributions over \$250 to a City Officer(s) while the contract, license, permit, or other entitlement is being considered and for 12 months after the proceeding is completed (contract awarded, license granted, etc.). **This form is a public record.**

**Business Ownership**

To facilitate compliance with the Levine Act, the City of Fresno requests bidders/proposers voluntarily disclose the ownership of their companies. **Bidders will not be found non-responsive if they do not provide this information.**

Universal Protection Service, LP, dba: Allied Universal Security Services  
 Name of Bidder/Proposer

4672 W. Jennifer Ave, #101, Fresno, CA 93704  
 Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors, and all stockholders owning more than 10% equity interest in corporation:

Steve Jones - CEO  
 Tim Brandt - CFO

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Universal Protection Service, LP, dba: Allied Universal Security Services  
 Name of Business/Legal Entity

Erik Homan, Government Business Development Manager  
 Print Name and Title of Authorized Representative

  
 Signature

Oct. 21, 2024  
 Date





Universal Protection Service, LP, dba: Allied Universal  
 BIDDER/APPLICANT'S NAME: Security Services  
 (Submit with Bid/Application)

**LEVINE ACT DISCLOSURE STATEMENT**  
**DEFINITIONS**

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, <i>other than</i> a contract that is competitively bid, a labor contract, or a personal employment contract.	<a href="#">FPPC Reg 18438.2(a)</a>
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	<a href="#">Gov. Code 84308(a)(1)</a>
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	<a href="#">Gov. Code 84308(a)(2)</a> <a href="#">FPPC Reg 18438.4</a>
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	<a href="#">FPPC Reg 18438.3</a>
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	<a href="#">FPPC Reg 18438.2(a)(3)(A)</a>
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	<a href="#">FPPC Reg 18438.2(a)(3)(B)</a>
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	<a href="#">FPPC Reg 18438.2(a)(3)(C)-(D)</a>

Additional information on the Levine Act: <https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Campaign%20Documents/84308/Section%2084308%20and%20Parties%20and%20Participants%20Guide.pdf>



Brian Barr, Director  
2101 G. Street, Building A  
Fresno, CA 93706  
www.fresno.gov



## ADDENDUM NO. 2

### REQUEST FOR PROPOSALS REQUIREMENTS CONTRACT FOR CITYWIDE SECURITY SERVICES BID FILE NUMBER: 9686

#### NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of 3:00 P.M., October 22, 2024.

All changes and or clarifications will appear in bold underlined type.

#### ANSWERS TO REQUEST FOR INFORMATION

1. **QUESTION:** Section 2.5 The Contractor will provide security officers as requested by the City who will, 2.5.2 have a minimum of 6 months of employment and supervisors minimum of 1 year with the contractor. We are a Southern California based Woman owned company expanding into the central valley. We do not have any local employees to meet this requirement. Can it be waved?  
**ANSWER:** This requirement cannot be waived.
2. **QUESTION:** Are individual departments in the City of Fresno permitted to select their own security vendors, or will the city implement a unified vendor for all departments?  
**ANSWER:** A single vendor will be awarded the City's contract to provide security services for all locations included in the RFP. Individual departments are not permitted to select their own security vendors.
3. **QUESTION:** Is the City of Fresno open to considering alternate proposals that do not require armed officers, given that the majority of security needs are unarmed? Allowing for unarmed options could enhance competition and ensure that companies without an armed component can participate.  
**ANSWER:** The City must have an armed guard as part of the screening team.
4. **QUESTION:** To facilitate bidders providing apples to apples quotes as well as to retain key existing security staff, will the City specify a starting wage level for the officers as well as the armed security supervisor?  
**ANSWER:** The City will not be specifying wage rates.
5. **QUESTION:** Are the existing assigned security officers represented by a labor union?  
**ANSWER:** No, they are not.
6. **QUESTION:** Is there a designated work area for the assigned contract supervisor?  
**ANSWER:** There is no designated work area for the contract supervisor. The contract supervisor will oversee operations during site visits as needed.
7. **QUESTION:** A 'Faithful Performance Bond' is required for the life of the contract. Please specify the amount of the bond.  
**ANSWER:** There is no Performance Bond requirement for this RFP.

Addenda to date: 2  
October 18, 2024  
Bid File No. 9686



8. **QUESTION:** It is noted that a Proposal Deposit (ex. Bidder's Bond) is required of the amount of \$1000, due prior to the proposal deadline. It is also noted on Page 31 of the RFP under General Conditions, Section 6 that a Performance Bond may be required but doesn't give an amount. However, during the Pre-bid Meeting, an attendee asked if a Performance Bond is required, and the City's response was "NO". Can the City confirm whether a Performance Bond is required and if so, for how much?  
**ANSWER:** A Performance Bond is not required for this contract, however there is a requirement for a \$1,000 Bid Deposit.
9. **QUESTION:** PARCS schedule (page 81) - The coverage includes two 8pm to 10 pm shifts (2 hour shifts with one being seasonal) and two 1 am to 430 am (3.5 hour shifts) which cannot be dovetailed into one shift due to the three hour delta between them. These short shifts would pose to be a scheduling challenge to fulfill, in view of this, is the City open to discussing alternative hours to these shifts? Also, please confirm that a vehicle is required for this location.  
**ANSWER:** The current shift times may be discussed during the time of award. Times shall not be adjusted without a written agreement between the vendor and the City.
10. **QUESTION:** How will the city assess compliance with the Electronic Tour Monitoring System, and are there any specific technologies already approved for use?  
**ANSWER:** The City will assess compliance with the Electronic Tour Monitoring System through regular reporting and performance reviews.
11. **QUESTION:** Can you confirm if the current shift times (e.g., Sunset to Sunrise for certain areas) are fixed, or is there flexibility to adjust these hours based on seasonal or operational needs?  
**ANSWER:** The current shift times, such as Sunset to Sunrise for certain areas, are fixed and shall not be adjusted without a written agreement between the vendor and the City.
12. **QUESTION:** Are there specific high-risk periods beyond the current shift rotations where additional patrols may be required, such as during special events or increased crime periods?  
**ANSWER:** For special events or periods requiring additional security, such as increased crime activity, the City will communicate any necessary adjustments to the contractor as needed.
13. **QUESTION:** Can you clarify the criteria the city uses to determine high-risk areas or periods that require heightened patrols? Are these based on historical data, and can they change during the contract term?  
**ANSWER:** The City determines high-risk areas or periods based on a combination of historical data, current events, and specific security concerns. These can change during the contract term depending on emerging threats, incidents, or changes in public activity, and the City will communicate adjustments to the contractor as needed.
14. **QUESTION:** During high-risk periods, is there a preference for more frequent patrols or specific

Addenda to date: 2  
October 18, 2024  
Bid File No. 9686



Brian Barr, Director  
2101 G. Street, Building A  
Fresno, CA 93706  
[www.fresno.gov](http://www.fresno.gov)

- 
- routes that need extra attention, such as critical infrastructure or public gathering areas?
- ANSWER:** Yes, during high-risk periods, the approach to patrols will be handled on a case-by-case basis.
15. **QUESTION:** Which locations are the incumbent Security Personnel unionized & which union are they represented by?
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
16. **QUESTION:** What are the current pay rates and billing rates by labor category? Hourly Rates?
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
17. **QUESTION:** Can you confirm the total budget for the current contract? Just want to make sure the allocated resources match needs of the City. Thank you!
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
18. **QUESTION:** How long has the current contract been in place?
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
19. **QUESTION:** What is the hourly bill rate for each position?
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
20. **QUESTION:** What is the wage per hour for the officers?
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
21. **QUESTION:** Per the proposal instructions on Page 5 stating "All proposals must be made on the proposal forms provided by the Purchasing Manager", is this meaning we are only to submit the 14 documents requested on Page 12's check list?
- ANSWER:** Contractors are required to submit their proposals using the forms provided by the City. However, vendors may include additional pages, literature, and attachments as needed to accompany those forms.

Addenda to date: 2  
October 18, 2024  
Bid File No. 9686

- 
22. **QUESTION:** What are the current wages for the existing security guards?  
**ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
23. **QUESTION:** It is noted on Page 7 of the RFP that the Selection Committee will evaluate the proposals of the following criteria: Cost, Ability, Past Performance and Experience, Conformance of Terms and Other related information. Can the City provide clarification on how the criteria is weighted?  
**ANSWER:** There are no assigned weights.
24. **QUESTION:** For the specified Walk-thru Magnetometer's, Baggage Scanner and Handheld Wands, can bidders price "alternative" technology that meets or exceeds the specified technology capabilities listed in the RFP?  
**ANSWER:** Yes, the City is willing to review alternatives.
25. **QUESTION:** Is there a make & model preference for the patrol vehicles?  
**ANSWER:** There is no preference for the make & model of patrol vehicles.
26. **QUESTION:** What is the amount of mileage driven by the vehicle per month?  
**ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
27. **QUESTION:** Is there a vehicle required for the Municipal Services Center? If so, how many?  
**ANSWER:** The Municipal Services Center may be patrolled by either a golf cart or a vehicle.
28. **QUESTION:** Is there a vehicle required for the Artwork Surveillance SOW? If so, how many?  
**ANSWER:** Refer to page 79 "SAFETY/SECURITY ROUNDS"
29. **QUESTION:** How many vehicles are being used to conduct the patrols for the PARCS Department?  
**ANSWER:** The number of vehicles required for patrols is determined by the security agency based on their operational needs.
30. **QUESTION:** What is the preferred uniform type/style?  
**ANSWER:** Refer to page 49 of the RFP, 2.5.6
31. **QUESTION:** Are there any special training requirements? Ex. First Aid/CPR/AED, etc?  
**ANSWER:** Refer to page 48 of the RFP
32. **QUESTION:** Will performance of the services require security personnel to have contact with persons under age 18, or provide services to persons with Alzheimer's or dementia?  
**ANSWER:** The need for security personnel to interact with individuals under age 18 or those with Alzheimer's or dementia may vary depending on the specific location, as some areas are open to the general public.

Addenda to date: 2  
October 18, 2024  
Bid File No. 9686



- 
33. **QUESTION:** Is subcontracting to SBE's required for this contract and if so, what is the City's participation goal?  
**ANSWER:** Though it is encouraged, there is no participation goal for subcontracting SBE's for this contract.
34. **QUESTION:** Is there any equipment provided by the City?  
**ANSWER:** No, all equipment must be provided by the security agency.
35. **QUESTION:** What is the City's standard payment terms?  
**ANSWER:** The City's standard payment terms are Net 30.
36. **QUESTION:** Is the client exempt from payment of state and local sales and use taxes?  
**ANSWER:** The City is not exempt from paying state and local sales and use taxes.
37. **QUESTION:** What challenges is the City experiencing at the various sites?  
**ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
38. **QUESTION:** For how long does the City expect the pricing quoted by the Contractor to remain in effect?  
**ANSWER:** Per the RFP specifications, the City has 120 days to make an award from the time of the bid opening. The pricing quoted should remain valid through at least the first year of the contract (see page 41 of the RFP).
39. **QUESTION:** If the security officer shall remain within the patrol perimeter throughout the duration of the shift, how are security officers relieved when taking required Rest and Meal Breaks to stay in compliance with state law?  
**ANSWER:** To ensure compliance with state law regarding required rest and meal breaks, security officers should be relieved by other officers who can cover their posts during these times. This allows for continuous coverage of the patrol perimeter while ensuring that all officers receive their mandated breaks.
40. **QUESTION:** It is noted for the City Hall location that the City may elect to provide the Contractor with up to four (4) parking passes for use in the Promenade Lot. Can the City confirm that they will in fact provide up to four (4) parking passes and will that cover the security personnel who work at that site? If not and the contractor is responsible for covering that parking, please confirm the cost that the contractor would incur?  
**ANSWER:** Yes, the City will provide up to four parking passes for security personnel working at City Hall.
41. **QUESTION:** Are there restroom facilities in close proximity to all of the posts at all sites?  
**ANSWER:** Yes, there are restroom facilities in close proximity to all posts at all sites.
42. **QUESTION:** For inclement weather, is there shelter available for the security professionals at all sites?

Addenda to date: 2  
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- ANSWER:** Yes, shelter is available for the security professionals at all sites during inclement weather.
43. **QUESTION:** It is noted on Page 50 of the RFP, under Security and Conduct, Section 3.7 that firearms and/or explosives may not be brought onto the City's property. However, there is an armed position for the City Hall location. Is that position an exception?
- ANSWER:** Yes, the armed position at the City Hall location is an exception, allowing the firearm to be carried; however, explosives are not permitted on City property.
44. **QUESTION:** For Armed security is a specific caliber or make of weapon required?
- ANSWER:** No specific caliber or make of firearm is required; however, the firearm must meet California regulations.
45. **QUESTION:** Reference: RFP, Page 50, Section 3. Security and Conduct (Background Checks) 3.8. Can the City please clarify if vehicles are a requirement of this scope and whether or not offerors should be providing these?
- ANSWER:** There are vehicle patrol requirements within the RFP. Vehicles must be provided by the security agency.
46. **QUESTION:** Reference: RFP, Page 52, Section 4. Training 4.3. Does the City have a desired minimum number of required training hours for security officers, or is this left up to the security provider's discretion? How many hours is the current contractor providing?
- ANSWER:** It is up to the security provider to determine the number of training hours required for their employees. Current contract information varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
47. **QUESTION:** Reference: RFP, Page 52, Section 10. Uniforms Does the City have a specific list of uniform items that should be provided to officers?
- ANSWER:** No the City does not have a specific list.
48. **QUESTION:** Reference: RFP, Page 45, Section 16. Relief for Absenteeism and Vacation 16.1. May Supervisors be utilized as relief force to cover officers when they take their rest and meal breaks?
- ANSWER:** Yes, supervisors may be utilized as a relief force to cover officers during their rest and meal breaks, provided this is allowed by the security agency's policies.
49. **QUESTION:** Who is the incumbent service provider?
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
50. **QUESTION:** How long has the incumbent been supporting the requirements of the security program?

Addenda to date: 2  
October 18, 2024  
Bid File No. 9686

- 
- ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
51. **QUESTION:** Is the incumbent fully staffed and fulfilling all the required service hours/posts?  
**ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
52. **QUESTION:** What is the anticipated date of the contract award?  
**ANSWER:** Contract award time depends on the review process and the timeline of the RFP review committee.
53. **QUESTION:** What is the anticipated start date of the contract?  
**ANSWER:** Start date is to be determined, depending on when the Notice to Proceed is issued.
54. **QUESTION:** What aspects of the security program does the City want to see improvement under the new contract?  
**ANSWER:** The City aims to improve service responsiveness, enhance training protocols, and ensure effective communication and coordination among security personnel.
55. **QUESTION:** Does the City have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the proposer?  
**ANSWER:** The City encourages the retention of incumbent employees who are in good standing and meet the hiring criteria established by the proposer, however, the final decision rests with the security agency.
56. **QUESTION:** Will the incumbent Security Personnel be grandfathered for training requirements or are they required to be retrained?  
**ANSWER:** No, the incumbent security personnel will not be grandfathered for training requirements and will be required to undergo retraining.
57. **QUESTION:** Will the incumbent Security Personnel be grandfathered for background investigation/screening requirements or are they required to be rescreened?  
**ANSWER:** No, the incumbent security personnel will not be grandfathered for background requirements and will be required to undergo screening.
58. **QUESTION:** What are the current pay rates and billing rates by labor category?  
**ANSWER:** It varies since there are currently multiple contracts. A Public Records Request must be submitted through the City's website to gather current contract information. Please visit <https://www.fresno.gov/>, click on Departments, City Clerk, Public Records Request.
59. **QUESTION:** What is the pricing evaluation weight (%)?  
**ANSWER:** The pricing evaluation weight will be determined as part of the evaluation criteria set forth in the RFP.

Addenda to date: 2  
October 18, 2024  
Bid File No. 9686





Brian Barr, Director  
2101 G. Street, Building A  
Fresno, CA 93706  
www.fresno.gov

60. **QUESTION:** Our company has expansive insurance. We are open to raising the required limits, however we do not want to leave anything open ended. While the requirement to be entitled to the broader/ and or higher limits may seem facially fair, it places larger bidders at a disadvantage, as they are likely to carry higher insurance limits, that the City would likely not be entitled to. With that being said, we appreciate the need for the request, and ask if a compromise on raising the insurance limits for the elimination of the clause in, Insurance, section 7 (a)? For the elimination of 7(a) we would be open to raising the required policy limits to your satisfaction, within reason.
- ANSWER:** Insurance Requirements may be negotiated before award, but the proposer should include any redlines/changes with their proposal.
61. **QUESTION:** Is item #11 on the Checklist "Proposed Chemicals, Restroom Supplies, and Equipment" an error?
- ANSWER:** Item 11 on the Checklist is not an error, please provide your list of proposed chemicals, restroom supplies, and equipment to be used in our facilities.

City of Fresno

  
MELISSA PERALES  
Purchasing Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: Universal Protection Service, LP dba: Allied Universal Security Services

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 2  
October 18, 2024  
Bid File No. 9686

## ✓ 11. Proposed Chemicals, Restroom Supplies, & Equipment

Patrol Vehicles (4)

GEM E2 Golf Carts (2)

Cellphones (HELIAUS) (19)

Laptop for Account Manager (1)

Flashlights

High Vis Vests

Rain Gear

Equipment for Armed Supervisor

- Firearm
- Gun Holster
- Utility Belt
- Magazine Holder
- Ammo
- Level III Vest
- Pepper Spray & Case (also for PARCS Patrol Officers)

Evolv Weapons Detection System (City Hall)

- Evolv Express Gen2 – Single Lane (2)
- Evolve Expedite Bag Scanner (1)
- Garrett Super Scanner V (4)



## ✓ 12. ACH Authorization

Requirements Contract for Citywide Security Services  
RFP No. 9686

Universal Protection Service, LP  
Proposer's Name dba: Allied Universal Security Services  
(Submit with Proposal)

### CITY OF FRESNO FINANCE DEPARTMENT ACCOUNTS PAYABLE SECTION

#### AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name Universal Protection Service, LP dba: Allied Universal Security Services  
Contact Email Address rickie.edwards@aus.com  
(Required)  
Contact Name Rickie Edwards Telephone Number 559-243-1217

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

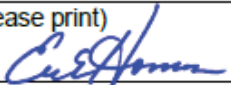
Depository Name PNC Bank Branch 1600 Market St.

City Philadelphia State PA Zip Code 19103

Routing Number 031000053 Account Number 8615592272

☐ ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) Erik Homan  
(Please print)  
Signature  Date Oct. 21, 024  
Title Government Business Development Manager

### 13. Signature Pages

Including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.

**ACTION BY WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
UNIVERSAL PROTECTION SERVICE, LP**  
October 18, 2024

The undersigned being the sole member of Universal Protection Service, LLC, a Delaware limited liability company ("Company"), hereby takes the following action by written consent in lieu of a meeting, pursuant to Section 18-302 of the Delaware Limited Liability Company Act and adopts the following resolutions and consents to the filing of this written consent ("Consent") in the minute book of the Company as of the date above written.

RESOLVED, that the following employee of the Company, Erik Homan, Government Business Development Manager, be, and she hereby is authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following solicitation:

Request For Proposals: City of Fresno: Requirements Contract for Citywide Security Services: RFP #9689

including without limitation, executing and delivering in the Company's name and on its behalf proposals, service contracts, and other documents concerning bids or proposals for service contracts, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further.

RESOLVED, that all actions previously taken by the Company and/or Erik Homan in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned sole member of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

UNIVERSAL PROTECTION SERVICE, LP  
By: Universal Protection Service, LP, sole member  
By: Universal Protection GP, Inc., general partner of  
Universal Protection Service, LP

By: Loretta A. Cecil  
Loretta Cecil  
Secretary



Requirements Contract for Citywide Security Services  
RFP No. 9686

(Submit with Proposal)

✓ **Signature Page**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

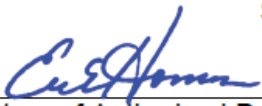
**PROPOSAL SUBMITTED BY:**

(Please follow the instructions for each line, as explained below.)

(1) Universal Protection Service, LP  
dba: Allied Universal Security Services ( 559)243-1217 ( )  
Firm Phone Fax

(2) Limited Partnership  
(Corp.) (Individual) (Partner) (Other)

(3) 4672 W. Jennifer Ave, #101  
Business Address  
Fresno CA 93704  
City State Zip Code

(4) By:   
Signature of Authorized Person  
Erik Homan, Government Business Development Manager  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: 33-0973846 Date: Oct. 21, 2024



## 14. Signature Page of all Addenda issued



Brian Barr, Director  
2101 G. Street, Building A  
Fresno, CA 93706  
www.fresno.gov

### ✓ ADDENDUM NO. 1

#### RC RFP for CITYWIDE SECURITY SERVICES BID FILE NUMBER: 9686

##### NOTICE TO ALL BIDDERS


This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., October 22, 2024.**

All changes and or clarifications will appear in **bold underlined type.**

##### UPDATE FROM THE CITY OF FRESNO

1. **The attached "LEVINE ACT DISCLOSURE STATEMENT" form must be filled out and returned with your bid submission.**

City of Fresno

  
Sandra Gamez  
Procurement Supervisor

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: Universal Protection Service, LP, dba: Allied Universal Security Services

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1  
September 24, 2024  
Bid File No. 9686



Brian Barr, Director  
2101 G. Street, Building A  
Fresno, CA 93706  
www.fresno.gov



60. **QUESTION:** Our company has expansive insurance. We are open to raising the required limits, however we do not want to leave anything open ended. While the requirement to be entitled to the broader/ and or higher limits may seem facially fair, it places larger bidders at a disadvantage, as they are likely to carry higher insurance limits, that the City would likely not be entitled to. With that being said, we appreciate the need for the request, and ask if a compromise on raising the insurance limits for the elimination of the clause in, Insurance, section 7 (a)? For the elimination of 7(a) we would be open to raising the required policy limits to your satisfaction, within reason.

**ANSWER:** Insurance Requirements may be negotiated before award, but the proposer should include any redlines/changes with their proposal.

61. **QUESTION:** Is item #11 on the Checklist "Proposed Chemicals, Restroom Supplies, and Equipment" an error?

**ANSWER:** Item 11 on the Checklist is not an error, please provide your list of proposed chemicals, restroom supplies, and equipment to be used in our facilities.

City of Fresno

  
MELISSA PERALES  
Purchasing Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: Universal Protection Service, LP dba: Allied Universal Security Services

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Addenda to date: 2  
October 18, 2024  
Bid File No. 9686





# CITY OF FRESNO – BEST AND FINAL OFFER

## PRICING CLARIFICATIONS

- Bill rates are inclusive of the following items:
  - Wages – Not less than \$18.50/hr.
  - Payroll Taxes: FICA, FUTA, SUTA
  - Insurances: WCI, GLI
  - Background and Screening including Motor Vehicle Report
  - Medical: Health, Dental, Vision
  - Sick coverage – Compliant with CA State Mandates of 40 hours
  - Vacation coverage
  - Holiday hours worked
  - Training – pre-assignment, on-the-job, refresher including CPR/First Aid/AED
  - Non-billed overtime for shifts over 8 hours
  - Armed Supervisor Equipment:
    - Firearm
    - Bullet Proof Vest (Level III)
    - Gun Holster (Level III)
    - Utility Belt
    - Belt keepers
    - Ammunition
    - Magazine Holders
    - Cleaning Kit
    - Pepper Foam/Spray/Case
  - Uniforms including High Visibility Vests / Rain gear
  - Equipment including flashlights
  - HELIAUS Smartphone Reporting and Tracking Technology – 16 units
  - 4 Vehicles including lease, insurance, maintenance and estimated fuel
  - 2 GEM golf carts including lease, insurance, maintenance
  - Dedicated Salaried Account Manager for the City of Fresno
  - Laptop and cell phone for Dedicated Account Manager
  - Corporate and Branch Overhead
  - Profit
- Direct Billed equipment:
  - Two (2) Magnetometers \$4,188.00/month
  - One (1) Baggage Scanner \$1,313/month
  - Four (4) Handheld, Garrett Super Scanner V \$66.67/month
  - One-time Installation Fee for Magnetometers and Baggage Scanner: \$12,304.73
- Proposed billing rates are based upon net 30-day payment terms.
- Overtime requests with less than 72 hours' notice to be billed at 1.5 times straight-time bill rates.
- Bill rates are not inclusive of sales and use tax.



Section	Amount
<b>Annual Subtotal for Section I</b>	\$ 563,166.80
<b>Annual Subtotal for Section II</b>	\$ 902,399.40
<b>Annual Subtotal for Section III</b>	\$ 70,967.60
<b>Annual Subtotal for Section IV</b>	\$ 128,684.40
<b>Annual Subtotal for Section V</b>	\$ 793,054.34
<b>Annual Subtotal for Section VI</b>	\$ 119,048.40
<b>Annual Subtotal for Section VII</b>	\$ 23,918.40
<b>Annual Subtotal for Section VIII</b>	\$ 238,096.80
<b>Annual Subtotal for Section IX</b>	\$ 280,769.40
<b>Annual Subtotal for Section X</b>	\$ 158,731.20
<b>Total Proposal Amount</b>	\$ 3,278,836.74

## PRICING SUBMISSION – CITY OF FRESNO - BAFO

### NOTES TO PRICING

- Direct Billed Weapons Detection equipment:
  - Two (2) Garrett PD6500i Walk Through Magnetometers
    - Alternative to RFP Specified L3 Security Protocol PD 6500i
    - One Time Purchase Price of \$19,847.76 for both units.
      - Cost is broken out monthly on Cost Proposal Sheet.
  - One (1) Smith's Detection HI-SCAN 7555i Baggage Scanner
    - Monthly Cost \$1,733.60/month
  - Four (4) Handheld, Garrett Super Scanner V \$66.67/month