



County of San Diego

APRIL F. HEINZE, P.E.
DIRECTOR
PHONE 858-694-2527
FAX 858-467-9283

DEPARTMENT of GENERAL SERVICES
5560 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CA 92123

LOU CAVAGNARO, P.E.
ASSISTANT DIRECTOR
PHONE 858-694-3885
FAX 858-467-9283

The County of San Diego, on behalf of the Department of General Services (DGS), is seeking qualified firms that can provide electric vehicle charging station equipment, management, maintenance and related services at various County-owned parking facilities. The services shall be implemented in accordance with the County standards, terms, conditions, and methods set forward herein.

One contract will be awarded from this RFP. The contract period will be for an initial term of five years.

RFP CONTENT

This RFP package includes the following:

- **Cover Letter**

- **Indemnification Agreement**

- **Request For Proposal**
 - **Attachment 1 – License**
 - **Exhibit A – Depiction of Premises**
 - **Exhibit B – Statement of Work**
 - **Attachment II – County Security Requirements**

RFP DUE DATE

Submit one (1) original and five (5) copies of the proposal the County of San Diego Department of General Services at the address stated in the letterhead above. Proposal shall be submitted in sealed envelopes or container clearly marked on the exterior “RFP ELECTRIC VEHICLE CHARGING STATIONS FOR COUNTY FACILITIES” (See RFP Process and Instructions for more details). Include the name and address of the firm on the envelope. Submit envelopes or container prior to 5:00 p.m., local time on July 8, 2014.

After evaluation of proposals, the County may request additional detailed elements of the proposals. These discussions will not constitute negotiations. Negotiations may be conducted at the discretion of the County. The County reserves the right to award a contract without discussions or negotiations.

Late submissions cannot be considered unless they are the only one received or there was mishandling on the part of the County of San Diego Department of General Services staff. Submittals must be received at the General Services front counter by the identified date and time.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for this RFP at **10:00 a.m.** on **June 20, 2014** at 5560 Overland Ave. **4th Floor**, San Diego CA 92123.

AWARD

The County reserves the right to award a contract without negotiation; therefore, firms are strongly encouraged to submit their **best** proposal initially. The County reserves the right to award contracts to the firm submitting the proposal determined to be most advantageous and in the County's best interest.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP must be requested in writing prior to **5:00 p.m., June 25, 2014**. Questions received after this deadline will not be answered.

Questions must be submitted in writing by email:

Helmer.rodriquez@sdcounty.ca.gov

**REQUEST FOR PROPOSAL (RFP)
DEPARTMENT OF GENERAL SERVICES
ELECTRICAL VEHICLE CHARGING STATIONS FOR COUNTY FACILITIES
INDEMNIFICATION AGREEMENT**

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement (“Agreement”) is made and entered into by and between the County of San Diego (“County”) and _____ (“Offeror”) with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR

Name:	Signature:
Title:	Date:
Company/Organization:	

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS

REQUEST FOR PROPOSALS
COUNTY OF SAN DIEGO
ELECTRIC VEHICLE CHARGING STATIONS
FOR COUNTY FACILITIES

I. INTRODUCTION

A. PURPOSE

The County of San Diego is requesting proposals from qualified firms that can provide electric vehicle charging station equipment, management, maintenance and related services.

B. BACKGROUND

The San Diego County region is one of the nation’s largest population centers with over three million residents. Energy use is responsible for the majority of the greenhouse gas (GHG) emissions in the region. Approximately 46 percent of GHG is attributed to on-road transportation alone. In support of the County of San Diego Climate Action Plan and Strategic Energy Plan, the County of San Diego (“County”) is requesting proposals from qualified firms that can provide electric vehicle charging station equipment (also known as electrical vehicle supply equipment or “EVSE”), management, maintenance and related services at selected County parking facilities.

The County is seeking a firm to design, install, operate, maintain, report usage and market EVSE at designated County-owned parking facilities throughout the region. The County does not intend to own, operate or maintain the equipment. Instead, the County intends to license parking spaces to the selected firm that will be fully responsible for the EVSE. The charging stations are intended to be used by the public and County staff with electric vehicles.

In April 2014, the California Energy Commission awarded a grant to the County to install infrastructure needed to provide electricity to proposed EVSE locations at each of ten parking facilities (collectively referred to as “Sites,” or individually referred to as a “Site”). The County hopes that by providing the required infrastructure, the selected EVSE firm (“Selected Firm”) will have a better opportunity to succeed.

The County intends to enter into a five year license agreement for each Site with the Selected Firm. A form of license agreement is included as Attachment 1 to this Request For Proposals. The County may modify the license form as necessary to accommodate the requirements of each Site. Infrastructure placement shall not commence until after the execution of licenses with the Selected Firm in order for the Selected Firm to have

the opportunity to recommend the exact location of all EVSE at each Site. The County shall have final authority to approve, modify, or reject each recommended location.

The County is interested in having the Selected Firm provide Level 2 electrical charging equipment for two types of users, the general public and County staff. Listed below are the ten designated sites and the estimated EVSE per site where the County wishes to place EVSE. (Note: These sites were determined by an assessment performed by the California Center for Sustainable Energy based on several factors including trip attractors, electrical panel readiness, major employers, County site needs and existing public EVSE.):

County Facility	Est. # of EVSE
1. Fallbrook Library	1
2. 4s Ranch Community Boys & Girls Club	2
3. San Diego County Air Pollution Control District	1
4. Health and Human Services Complex - Rosecrans	2
5. Ramona Library	1
6. North County Regional Center	5
7. South Bay Regional Center	5
8. Assessor Records Clerk Center - South Bay	2
9. County Operations Center	10
10. County Administration Center	6

Based on the success of the project, the County and Selected Firm may choose to expand the number of EVSE sites or increase the number of charging stations at any licensed Site.

C. COUNTY GOALS FOR EVSE INITIATIVE

The goals of the County in issuing this solicitation include the following:

- Select a firm that will provide outstanding electric vehicle charging service to the public and County staff
- Increase the public's use of electric vehicles in the region
- Facilitate development of safe, attractive, user friendly, and publicly accessible EVSE facilities
- Improve air quality and public health, and reduce carbon emissions
- Promote green employment opportunities

II. **REQUEST FOR PROPOSALS (RFP) PROCESS AND INSTRUCTIONS**

A. **PRE-PROPOSAL MEETING**

To obtain more information regarding this opportunity, interested parties are encouraged to attend a pre-proposal meeting with staff from the County's Department of General Services (DGS) on June 20, 2014 at 10:00 a.m. The meeting will be held at 5560 Overland Avenue, Suite 410, San Diego, California.

B. **DELIVERY**

Responses to this RFP are due no later than 5:00 p.m. on July 8, 2014. Late proposals will not be accepted, and will be returned unopened. Please deliver six copies of your proposal to:

County of San Diego
Department of General Services
Real Estate Services Division
Attention: Helmer Rodriguez, Senior Real Property Agent
5560 Overland Avenue
Suite 410
San Diego, California 92123-1294

Questions or requests for clarifications to this RFP should be submitted to Helmer Rodriguez in writing via mail at the address above, via facsimile to fax number 858-694-2369, or via e-mail to helmer.rodriguez@sdcounty.ca.gov. Responses to inquiries will be faxed and/or e-mailed to all proposers. Proposers should not contact any other County representative with regard to questions or clarifications specific to this project.

C. **FORMAT**

It is understood and agreed by all proposers submitting a proposal that the County has the right to withhold all information regarding this RFP until after the licenses contemplated by this RFP are executed, including but not limited to: the number of responses received; competitive technical information; competitive price information; and the County evaluation process. Information releasable after contract execution is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

1. Unless otherwise specified, proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and 10 point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Proposers shall ensure that each copy is securely fastened and original and all copies are submitted in a sealed envelope or box and the name and address of the firm on the outside of the package/container. There does not need to be a separate envelope or package for each of the copies.

2. Unless otherwise specified, the proposal shall conform to the following format:
 - a. A signed cover letter for the proposal.
 - b. A completed and signed Indemnification Certification as the second page of the proposal.
 - c. A table of contents listing, by page number, all the contents of the proposal.
 - d. The proposal shall be in the required format with all forms, responses and attachments sequentially numbered to correspond to the applicable question or requirement.
 - e. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include promotional material. Each proposal shall be in accordance with the requirements discussed in this RFP.
 - f. All information provided shall be verifiable by telephone. The County may, but is not obligated to, use those telephone numbers, email addresses and names of contacts provided in the proposal.

D. COPIES AND GENERAL INSTRUCTIONS

1. The narrative description shall be limited to 40 pages, plus any required forms, tables, work samples and resumes. The page limit excludes all mandatory submittal requirements including the proposal. Samples, literature and other materials may be submitted as appendices. Firms are cautioned that evaluations may be made on the basis of the proposal alone and that the County is under no obligation to consider these added materials. Therefore, it is a good practice in the narrative to describe the purpose of any information in the separately bound volumes.
2. Each proposal shall have sufficient level of detail to enable the County to complete a thorough evaluation of the proposal's compliance with County's statement of work ("Statement of Work") as shown on Exhibit "B" to Attachment I of this RFP and how these requirements will be met. The proposal should be specific, detailed, and complete and clearly and fully demonstrate that the proposer's firm has a thorough understanding of County requirements and the knowledge necessary to meet the requirements. Although all the elements of the proposal cannot be detailed in advance, the proposal shall be sufficiently specific to show how your firm will comply with applicable requirements. Statements to the effect that the proposer's firm understands, can, or will comply with the specifications, and statements paraphrasing (or parroting) the

specifications or parts of the specifications are considered inadequate. Phrases such as “standard procedures will be employed” or “well-known techniques will be used” do not provide any indication of the firm’s ability to perform the required work. Any previously submitted data will not be considered. The County will only consider the written proposal submitted with the proposer’s explanation of how it will accomplish the required work and how its previous experience relates to the requirements of this RFP.

Note: The County is not responsible for any expenses the proposer incurs in preparing and submitting its proposal. Any costs of preparing the response should not be included in the proposal.

E. PROPOSED SCHEDULE

Action	Date
Issue RFP	June 6, 2014
Pre-proposal meeting	June 20, 2014
Questions due to County	June 25, 2014
Response to Questions	June 27, 2014
Proposals due to DGS	July 8, 2014
Completion of proposal evaluations and proposer selected	July 25, 2014
License agreement negotiations completed	August 8, 2014
License approval	August 15, 2014
License commencement	September 1, 2014

III. EVALUATION PROCESS AND SELECTION

1. Proposals will be evaluated based upon the information provided in response to the RFP “Evaluation Criteria” in Section IV and other information known to the County. This information may be provided by written material or electronic means. Oral presentations may be used to supplement written or e-mailed information upon request of the County.
2. Written addenda to this RFP may be issued to provide clarifications, corrections, or to answer questions.
3. Proposals will be evaluated by a committee formed by the County.
4. The County reserves the right to request clarification and/or request additional information from respondents if necessary. Clarifications and/or additional

information shall be submitted by respondents as an addendum to the proposal upon request of the County. However, since the County might not request additional input, Firms are advised to submit complete information in the proposal.

5. Evaluation criteria used by the County may include presentations and/or interviews from each respondent as a method to obtain additional information. The County may invite competitive firms to make a presentation to, or participate in interviews with, the County at a date, time and location determined by the County. The purpose of the presentations or interviews would be to allow the firms to present their proposed solutions to the County and for the County to obtain additional information; the key points in the proposals will be evaluated by the County.
6. The evaluation to determine the competitive range shall use the non-exclusive list of criteria contained in the "Evaluation Criteria".
7. The County may, at its sole discretion, enter into negotiations with any firms found to be in the competitive range.
8. A best and final offer request may be issued at the conclusion of negotiations and may contain additional selection criteria. The County will review best and final offer responses, if requested, prior to making an award recommendation.
9. The County will notify all firms of the status of each proposal, prior to selecting a proposal.
10. The County will enter into a license agreement with the firm whose proposal has been determined to be the best value to the County, subject to successful negotiations.
11. Proposals may be withdrawn by written notice received by the County at any time prior to the County's selection of a proposal. Thereafter, all proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six months thereafter. Proposals may be withdrawn in person by a firm or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior the County's selection of a proposal.
12. Any submission may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical features and acknowledgment of receipt of

amendments are common causes for determining that a proposal is non-conforming.

IV. EVALUATION CRITERIA

Each responsive proposal will be evaluated by a committee formed by the County. Responses should address all the minimum qualifications outlined in this section of this RFP. The selection committee will use the following scoring criteria in evaluating proposals:

A. ACKNOWLEDGEMENT OF STATEMENT OF WORK

Responses that acknowledge whether each requirement in the Statement of Work will be achieved, as well as how each requirement will be achieved. Each work component shall be in the same sequential order as listed in the Statement of Work and each description shall be labeled with the appropriate paragraph number from the Statement of Work.

B. EXPERIENCE, CAPABILITY, STAFFING AND REFERENCES

1. Experience and Capability. An explanation of the firm’s capabilities and experience within the last five years as described in the background section of the “Statement of Work.” The explanation should include the following:
 - a. A statement as to why the firm is the ideal firm for the proposed project.
 - b. The firm’s mission statement and a brief description about the history of the organization.
 - c. A map showing the locations of other EVSE currently managed by the firm along with potential future installations in the San Diego County region.
2. Organization Chart. Inclusion of an organizational chart that describes the firm’s overall organization and illustrates the relationship of the proposed EVSE with other organizational business units, divisions, programs and sections, and which indicates the lines of organizational management, authority, and responsibility.
3. References. Inclusion of a minimum of three references with at least one customer in California. If possible, at least one reference should be a public entity. References shall demonstrate the full range of services offered by the firm. County staff will verify the information provided. Each reference should be summarized in no more than one page and should include the following:
 - a. The reference organization’s name and purpose.
 - b. The start and end dates in which proposer has performed each service for the reference organization.

- c. The reference organization's address, phone number, and email address.
 - d. Contact persons representing the reference organization, including the title, phone numbers, and e-mail addresses. The reference contact persons must be familiar with the proposer and the proposer's relevant experience and performance.
 - e. A brief statement of the person's or organization's relationship to the proposer and the period of the relationship.
 - f. A summary narrative of the scope of services provided including:
 - 1. Any problems encountered and resolutions
 - 2. Contract objectives and results
 - 3. An explanation of how the experience gained could be beneficially applied to the County
4. Service Management Plan. Inclusion of a plan that supports the proposal. The plan should include at a minimum, the following:
- a. A description of any sub-contractors, their function and how the proposer will ensure the quality of ancillary service providers (sub-contractors).
 - b. A description of how the proposer will deliver outstanding customer service including how problems are identified and resolved. Name the specific assigned point of contact.
 - c. A description of the general safety plan/procedures for construction.
 - d. A description of the general maintenance plan/procedures for system operation.
 - e. A description of emergency procedures and the inclusion of emergency contact information.
 - f. A description of the proposer's internal quality and performance systems that will ensure achievement of program objectives, standards, and compliance with all regulatory and legal requirements.
 - g. If used, a description of how any subcontractors will be evaluated.

C. BILLING

Inclusion of a rate/cost schedule for each installation which describes how the users of the ESVE will be charged. For example:

1. The rate cost structure (e.g. hourly etc...)
2. Typical session fees charged (or price sheet)
3. Payment methods accepted

D. SYSTEM DESCRIPTION

Inclusion of a detailed technical description for each proposed system that demonstrates the EVSE meets the following criteria:

1. That the equipment is Level 2 or higher (DC Fast)
2. That connection cord(s) are retractable
3. That the equipment for each proposed system is in compliance with:
 - a. Society of Automotive Engineers (SAE) J-1772 standards and applicable NEC codes.
 - b. SAE J2836 and 2847 and upgradeable for enhanced vehicle-to-grid communication.
 - c. International Electro-technical Commission (IEC) 61851 for the enclosure.
 - d. National Electrical Code (NEC) 625 for the EVSE cable coupler.
4. That the equipment for each proposed system has been validated and certificated by Underwriters Laboratories (UL) or equivalent certification (UL 62, 2202, 2231, 2251, 2594,).
5. That the equipment for each proposed system has the ability to use supplemental surge protection and ground fault circuit interrupter (GFCI).
6. That the equipment for each proposed system has the ability to stop flow through charging stations when not in use.

E. PROPOSER'S FINANCIAL INFORMATION

1. Inclusion of complete audited financial statements, including balance sheets, income statements, and statements of cash flow, with the applicable notes from the previous 3 years or a web link where the information is accessible.

2. Inclusion of the business unit or affiliate of the firm, and the person who is authorized to execute contracts on behalf of the firm, with contact information including an address and telephone number.

F. **LEGAL, LEGISLATIVE, REGULATORY AND MARKET CLIMATE**

Inclusion of:

1. A description of any active litigation and the resolution of the litigation in the past five years related to the proposer's performance. If none, please indicate.
2. A letter from the proposer's attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year.
3. An explanation of whether the proposer or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body. If none, please indicate.
4. A list of any persons identified to work on the County project that have had any civil, criminal, or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation (SEC, FERC, CPUC, etc.) within the last 10 years.

V. **GENERAL TERMS AND CONDITIONS**

A. **WITHDRAWAL**

The County reserves the right to withdraw this RFP at any time without prior notice. The County also reserves the right to accept or reject any and all proposals for any reason.

B. **LICENSE AGREEMENT APPROVAL**

The provisions outlined in this RFP are non-binding. A binding agreement will not be created until/unless the licenses contemplated by this RFP are fully executed by the Selected Firm and the County. The County is not bound by the terms of any license until it has been formally approved and executed by the Director of the Department of General Services.

C. **LICENSE TERM**

The initial term of the license for each Site will be for five years. The License for each Site may be amended to include additional charging stations at any time during the term

of the License, subject to County review and approval. If additional County parking facilities are identified as a viable location for the installation of new EVSE, a separate license will be awarded for each new site; however, the term of each new license will be coterminous with the existing licenses. The County and the Selected Firm shall have the right, if mutually agreed, to terminate the license for any Site where an EVSE installation does not meet performance expectations.

D. INSURANCE

The Selected Firm shall provide the following minimum insurance (each License contains the complete insurance terms):

1. A Worker's Compensation insurance policy covering all employees and subcontractors of Selected Firm.
2. Comprehensive Commercial General and Automobile Liability Insurance of \$2,000,000 combined single limit Bodily Injury and Property Damage.
3. All insurance policies shall name the County of San Diego as additional insured.
4. Certificates of insurance provided by contractor must evidence that the insurer providing the policy will provide notice of any cancellation, lapse, reduction or other adverse change with respect to the insurance in accordance with policy provisions.

E. NEGOTIATIONS

After the final recommendation by the County's selection committee of the most qualified proposer, a License document will be negotiated and prepared that incorporates operational items and performance standard items based upon the Selected Firm's response to the RFP, written responses to the Selected Firm's written questions concerning the RFP, selection committee input, and the Selected Firm's submitted proposal. If a License cannot be negotiated for each Site, County may, at its sole discretion, begin negotiations with other responsible proposers and terminate negotiations with the originally selected firm.

All proposers will be notified of the decision of County's selection committee. It is the duty of each proposer to request any clarifying information from County as it pertains to this RFP. Any clarifications provided by County will be provided to all proposers. All proposals must be signed by an authorized officer/employee with the authority to bind the entity submitting a proposal.

F. PROPRIETARY INFORMATION

All response documents become the property of County and subject to the Public Records Act requirements set forth in California Government Code Section 6250 and following.

G. CLAIMS AGAINST THE COUNTY

Proposer, and its respective officers, agents, employees or representatives, shall have no claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this Request for Proposals or these procedures (other than those arising under a license with the organization in accordance with the terms of the license).

ATTACHMENT 1
REQUEST FOR PROPOSAL
ELECTRIC VEHICLE CHARGING STATIONS
FOR COUNTY FACILITIES

License Agreement

This license agreement (“License”) is entered into on _____ between the County of San Diego, a political subdivision of the State of California (“County”), and _____ (“Licensee”).

RECITALS

- A. Licensee wishes to use County-owned property (“Sites”) defined in Section 1, Premises for the installation of electrical vehicle charging equipment (“EVSE”), at no cost to the County, for use by the public and County employees to charge electrical vehicles.
- B. County is willing to permit Licensee to use the Premises, subject to the terms and conditions contained in this License.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Licensee agree as follows:

LICENSE

1. Premises. Licensee may use the parking spaces at the locations shown in Exhibit “A,” **DEPICTION OF PREMISES [SPECIFIC LOCATION AT EACH FACILITY TO BE DETERMINED LATER]**. The individual locations depicted in Exhibit “A” and listed in Section 8 of Exhibit “B”, Statement of Work, are referred to in this License as “Sites,” and the parking spaces at each of the Sites are collectively referred to in this License as the “Premises.”

2. Term. The term of this License commences on _____ and expires _____.

3. Use. In accordance with the scope of work listed in Exhibit “B” to this License (“Scope of Work”) Licensee may use the Premises for the sole purpose of designing, installing, operating, repairing, providing electrical vehicle charging services for a fee, and reporting usage of EVSE on the Premises. Licensee is not authorized to use the Premises on any other days or at any other times other than the times stated in Section 8 of Exhibit B to this License, or use any property not described in Exhibit “A.” If the County’s Director, Department of General Services (“Director”) determines that Licensee’s use of the Premises on these days and/or at these times would in any way conflict or be inconsistent with the conduct of County business, the Director may unilaterally change the days and/or times Licensee may use the Premises or may unilaterally revoke this License immediately without incurring any liability to Licensee.

4. Access. Licensee shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Sites. Licensee shall not interfere with County operations at the Sites or Premises. When on the Sites and/or Premises, Licensee and Licensee's guests and invitees shall drive only on established roadways and driveways. **[NOTE: ADD ANY ACCESS PROVISIONS SPECIFIC TO THE LICENSE]**

5. License. This License is not a lease, does not create or convey an easement, and does not convey any interest or estate in real property to Licensee. County may revoke this License in part or in its entirety at any time. County may enter the Premises covered by this License at any time.

6. Insurance. Without limiting Licensee's indemnification obligations to County, Licensee shall provide at its sole expense and maintain for the duration of this license agreement, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Licensee, his agents, representatives, employees or subcontractors.

- a. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
 2. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
 3. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
 4. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Licensee's merchandise, fixtures owned by Licensee, any items identified in Licensee Agreement as improvements to the County Premises constructed and owned by Licensee, and any personal property of Licensee, its agents and employees.
- b. **Minimum Limits of Insurance.** Licensee shall maintain limits no less than:
1. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractor's Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
 2. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

4. Property: Full replacement cost with no coinsurance penalty provision.

c. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

d. **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. **Additional Insured Endorsement.** Any general liability policy provided by Licensee shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

2. **Primary Insurance Endorsement.** For any claims related to this License, the Licensee's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

3. **Notice of Cancellation.** Notice of Cancellation shall be provided in accordance with policy provisions.

4. **Severability of Interest Clause.** Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions:

e. **Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of

not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

f. **Evidence of Insurance.** Prior to commencement of work under this license, but in no event later than the effective date of the license, Licensee shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Licensee shall permit County at all reasonable times to inspect any required policies of insurance.

g. **Failure to Obtain or Maintain Insurance; County's Remedies**

Licensee's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the License.

h. **No Limitation of Obligations.** The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Licensee, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Licensee pursuant to the License, including, but not limited to, the provisions concerning indemnification.

i. **Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Licensee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

j. **Self-Insurance**

Licensee may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this License under a plan of self-insurance. Licensee shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Licensee's (i) net worth, and (ii) reserves for payment of claims of liability against Licensee, are sufficient to adequately compensate for the lack of other insurance coverage required by this License. Licensee's utilization of self-insurance shall not in any way limit liabilities assumed by Licensee under the License.

k. **SubContractor Insurance**

Licensee shall require that any and all Subcontractors hired by Licensee are to be insured in accordance with this License. If any Subcontractor coverage does not comply with the foregoing provisions, Licensee shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractor's failure to maintain required coverage.

l. **Waiver of Subrogation**

Licensee and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the License), but only

to the extent that the proceeds received from any policy of insurance carried by County or Licensee, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Licensee hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

7. License Fee. Reserved.

8. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Licensee shall defend and indemnify County and its elected officials, officers, agents, employees and volunteers (collectively, "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), arising out of or in any way connected to this License or Licensee's use of the Premises and arising either directly or indirectly from any act, error, omission or negligence of Licensee or its officers, employees, agents, contractors, licensees, servants, guests or invitees ("Licensee Parties") including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Licensee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole active negligence or willful misconduct of County Parties.

9. Maintenance, Clean Up and Repair. Licensee shall conduct its operations in an orderly manner and shall leave the Premises in as clean and good a condition as when Licensee entered the Premises pursuant to this License. If Licensee damages any County property or facilities or incurs excessive clean-up of the Premises, Licensee shall promptly inform the Director and shall promptly reimburse the County for the full costs that County incurs to repair the damage or replace the item.

10. Storage. Licensee shall not store or leave any personal property or equipment on or in the Premises without obtaining the prior written consent of the Director.

11. License on Site. Licensee Parties shall have a copy of this License and the County issued contractor identification badge available at all times when Licensee Parties are using the Premises and shall show a copy of both instruments to County staff upon request.

12. Compliance with Stormwater Laws. Licensee's use of the Premises is subject to all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines, and orders ("Stormwater Laws") regarding the discharge of pollutants into the stormwater conveyance system. Licensee's compliance with Stormwater Laws may include requirements for Licensee to develop, install, implement, and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices, water or pollutant management practices, physical site features, or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Licensee's use of the Premises may include a

requirement that all materials, wastes, or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Licensee's is required to, and shall use, operate, maintain, develop, redevelop, and retrofit the Premises, as necessary, in accordance with Stormwater Laws restricting the discharge of non-stormwater at or from the Premises and Stormwater Laws requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Licensee shall develop, install, implement, and/or maintain at Licensee's sole cost and expense, any BMPs or similar pollution control devices required by Stormwater Laws and any implementing regulations or guidance.

Licensee understands and acknowledges that the Stormwater Laws applicable to Licensee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Licensee's activities or development or redevelopment by Licensee's or County. Licensee shall conduct stormwater training and perform regular stormwater self-inspections, and maintain records of all stormwater training and self-inspections and provide all necessary documentation to County upon request.

Licensee shall develop, install, implement, and maintain any additional BMPs and/or other pollution control practices at the Premises at Licensee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, Licensee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Licensee's failure to comply with Stormwater Laws, Licensee shall reimburse County for the entire amount of the fine(s).

13. Hazardous Substances. Licensee shall be solely responsible for fully complying with all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines, and orders of any governmental entity regarding contaminated soils, hazardous materials or environmental clean-up, regardless of whether or not the obligation to comply is an obligation of the land owner. If any hazardous substance spills, leaks or is discharged from any facility on the Premises, Licensee shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If the Licensee fails to make the required repairs, to clean up the spill or to properly dispose of any contaminated soil, County may, after written notice to Licensee, take all steps County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. The Licensee shall reimburse the County for the cost of all repair and cleanup work performed by the County. Licensee shall reimburse the County for the cost of any work, plus administrative expenses, within thirty (30) days of receiving a bill for the work from the County. Licensee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance.

Licensee shall indemnify, defend, reimburse and hold harmless County, its elected officials, employees, officers and agents from any and all liability, claims, damages or injuries to any person, including injury to the County or any of County's employees, officers, agents,

representatives, guests, licensees, invitees, patrons, or of any other person whomsoever, and all expenses of investigating and defending against same, arising from or alleged to have arisen from or in connection with the presence of hazardous substances, toxic materials or hazardous waste upon, about or beneath the Premises or migrating to or from the Premises or arising in any manner whatsoever out of the violation of any governmental regulation pertaining to hazardous substances, toxic materials or hazardous waste which condition exists after the execution of this License.

14. Assignment. Licensee shall not assign or transfer any interest in this License.

15. Nondiscrimination. Pursuant to County policy regarding non-discriminatory practices in the selection, acquisition, leasing and management of County real property and facilities, Licensee shall not discriminate against any person because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, age or veteran status when using the Premises.

16. Notices. Any notice required or permitted to be given pursuant to this License shall be written and shall be effective (a) when personally delivered to the recipient or sent by facsimile transmission; or (b) on the third business day after be sent by U.S. Mail, postage prepaid and addressed to the party as follows:

If to County: County of San Diego
 Department of General Services
 Real Estate Services Division
 5560 Overland Avenue
 Suite 410
 San Diego, California 92123

If to Licensee: _____

17. Entire Agreement. This License constitutes the entire agreement between County and Licensee with respect to the subject matter contained in this License. All other representations, oral or written, are superseded by this License. Neither party is relying on any representation outside of this License. This License may be changed only by written amendment signed by County and Licensee.

18. Interpretation. This License shall be governed by the laws of the State of California. The provisions of this License shall be strictly construed against Licensee.

19. Corporation in Good Standing. If Licensee is a California corporation, Licensee warrants that it is a corporation in good standing and is currently authorized to do business in California.

20. Authority to Sign. Licensee represents and warrants that it has full power and authority to execute and fully perform its obligations under this License without the need for any further action, and that the person executing this License on behalf of Licensee is the duly designated agent of Licensee and is authorized to act on behalf of Licensee.

21. Incorporation of Recitals. The Recitals listed above are incorporated into this License and, by this reference, made a part hereof.

SIGNATURES

County and Licensee have caused this License to be executed by their duly authorized representatives.

“County”

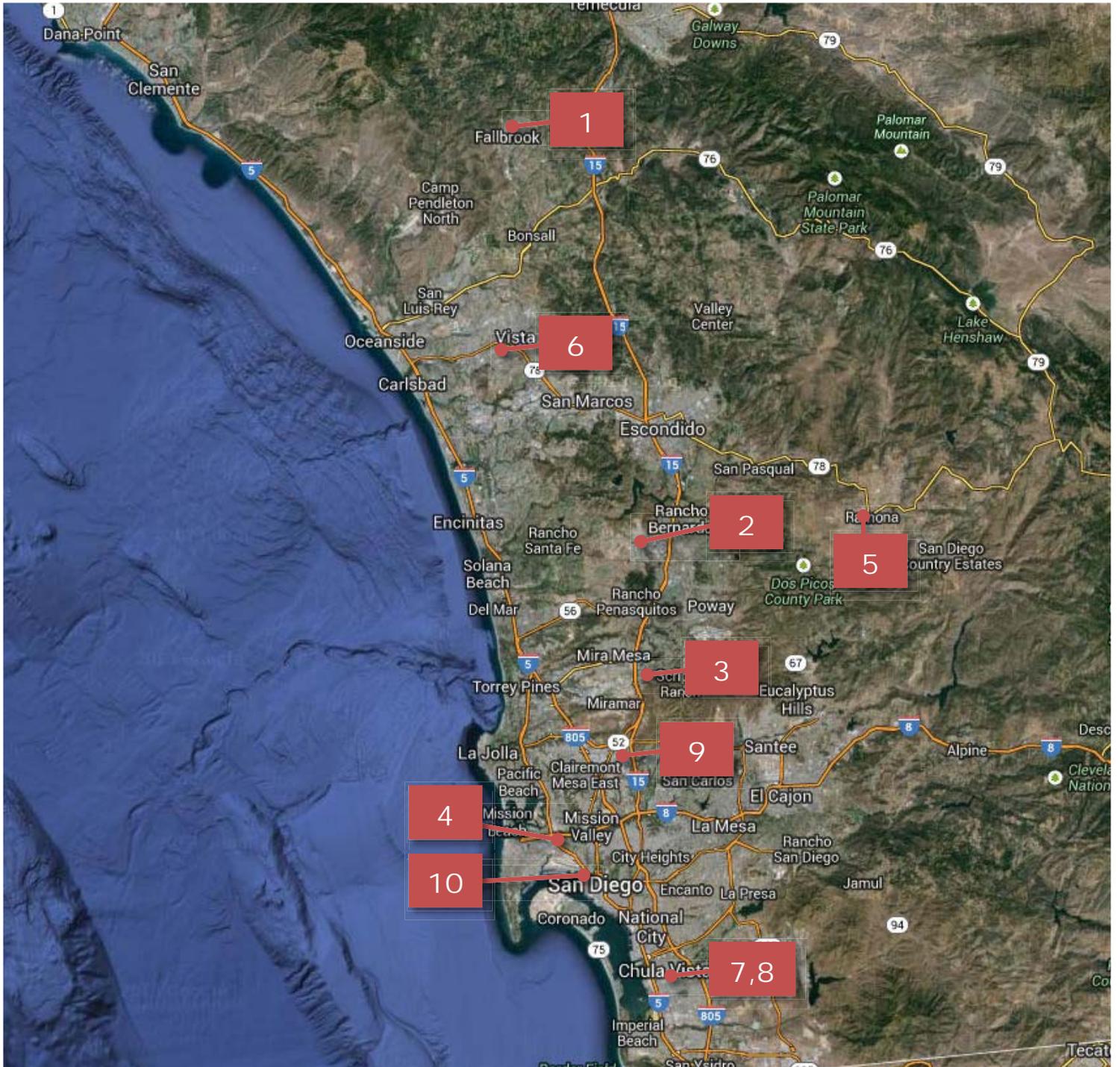
County of San Diego,
a political subdivision of the State of California

By: _____
April F. Heinze, P.E., Director,
Department of General Services

“Licensee”

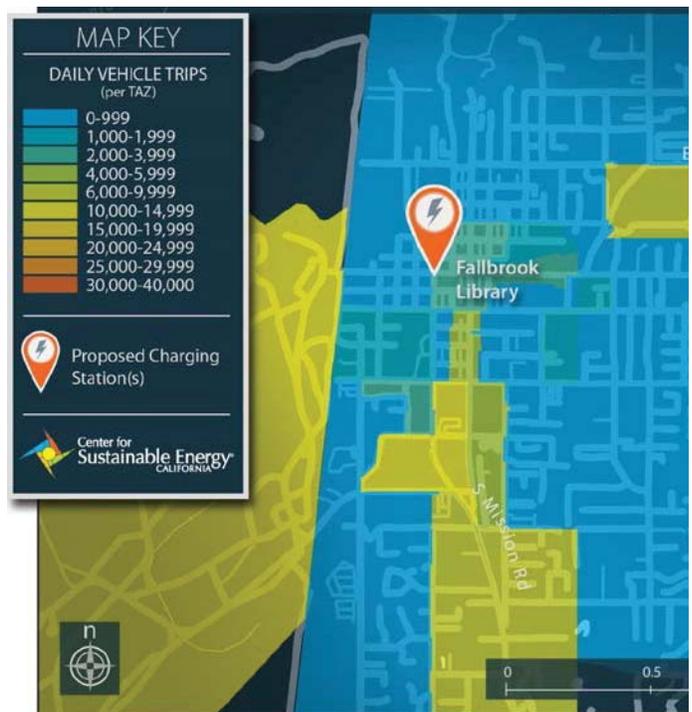
By: _____

Exhibit "A" to Attachment 1 Depiction of Premises



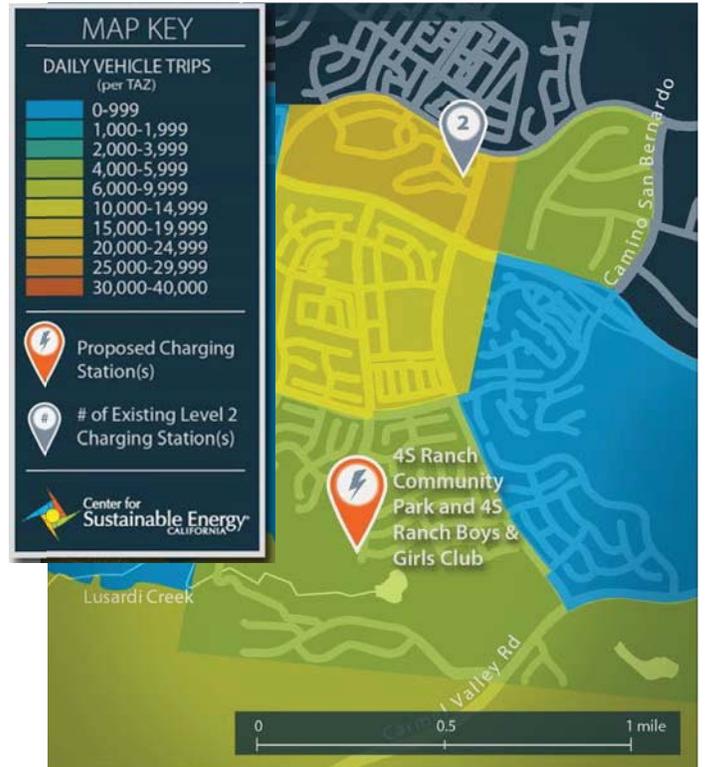
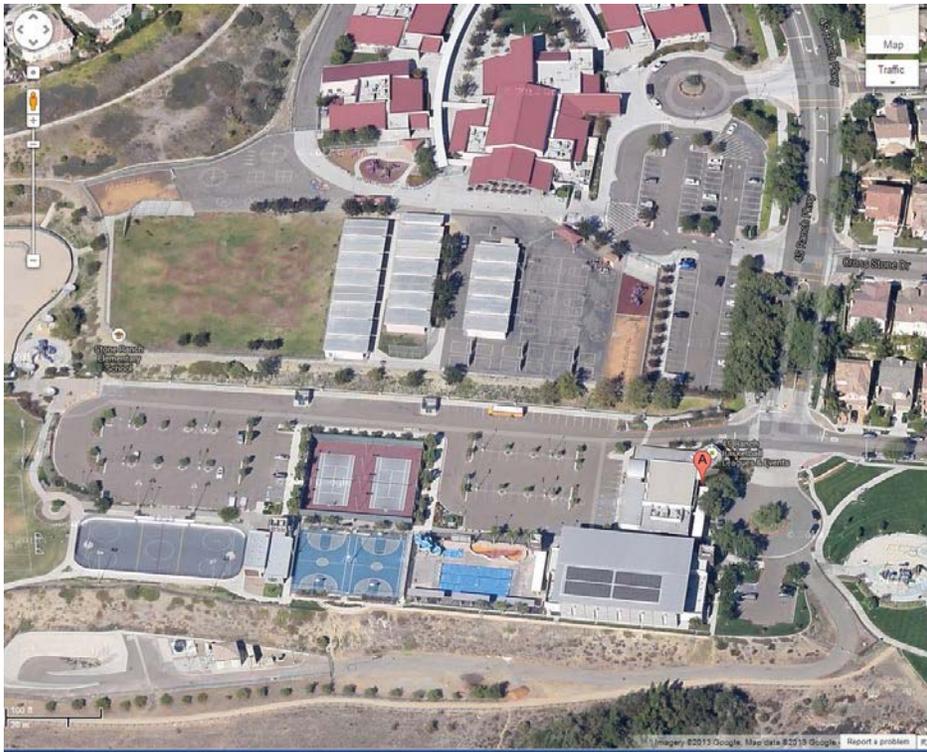
Site 1 - Fallbrook Library

124 South Mission Road, Fallbrook, CA



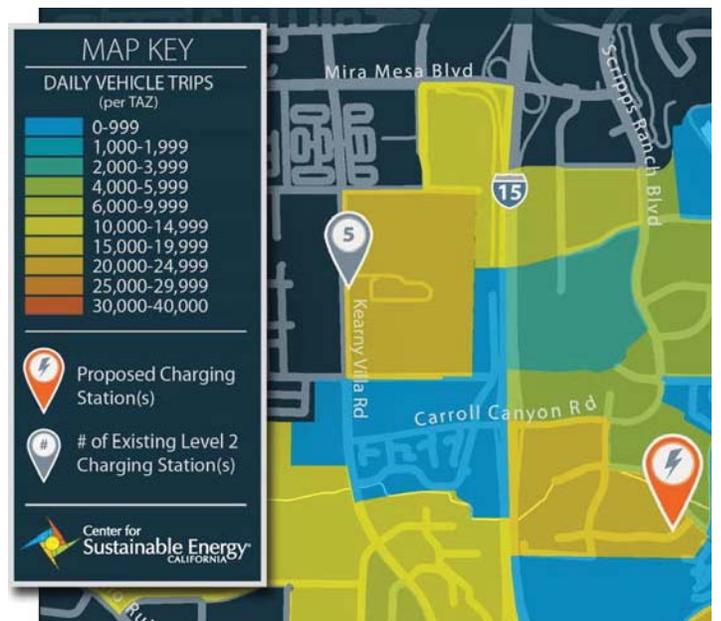
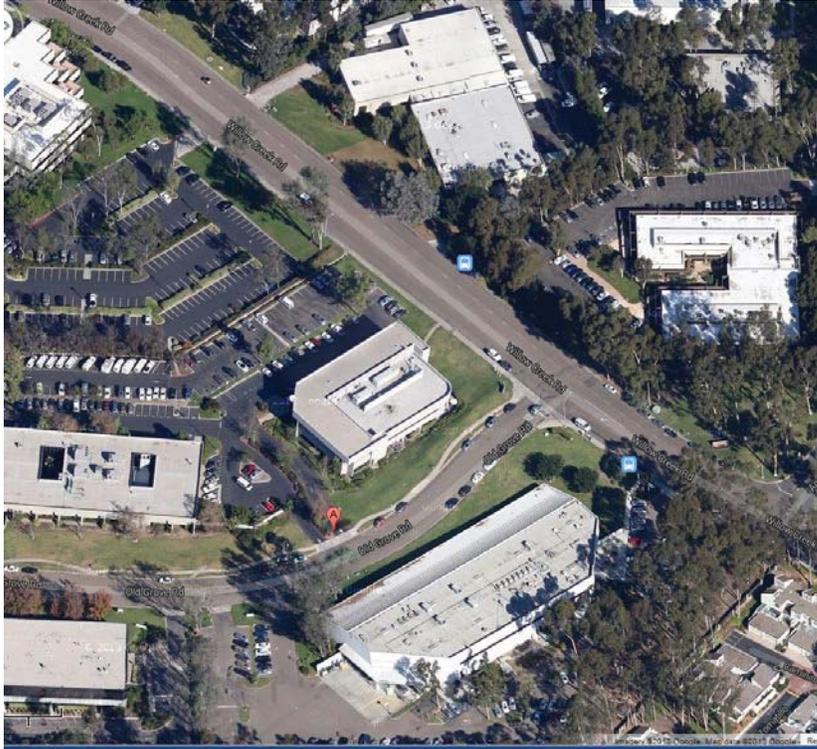
Site 2 - 4S Ranch Community Park

16118 4S Ranch Pkwy #4S, San Diego, CA



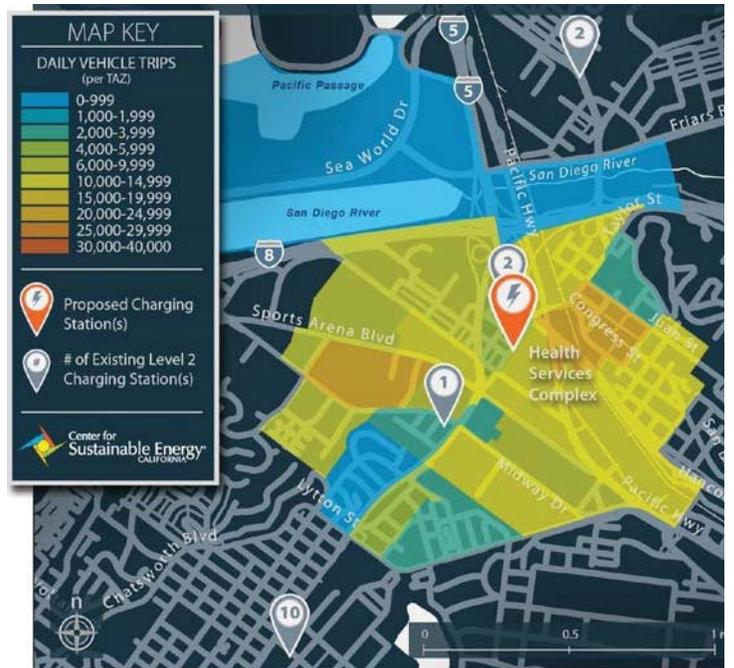
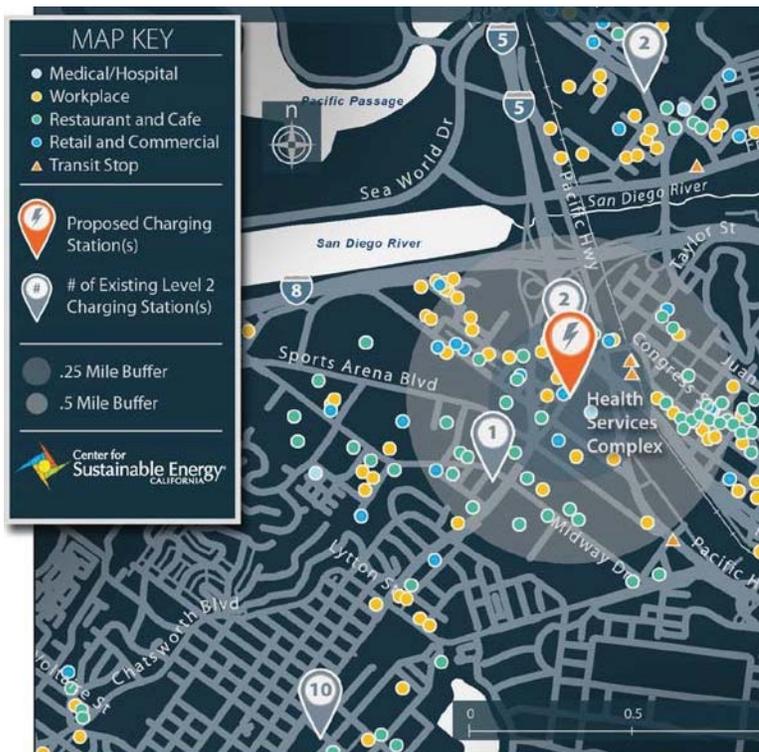
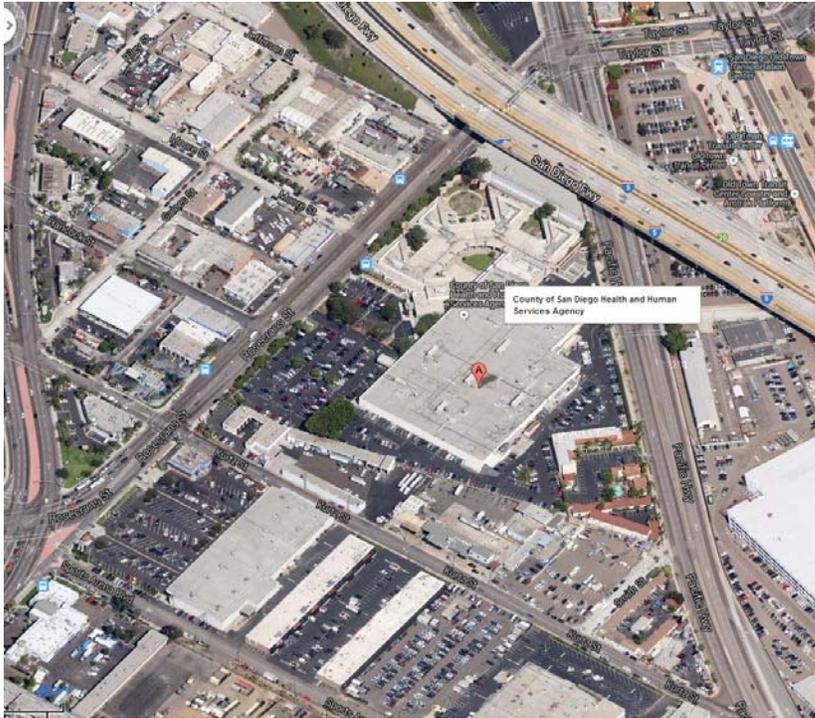
Site 3 - Air Pollution Control District HQ

10124 Old Grove Rd, San Diego, CA



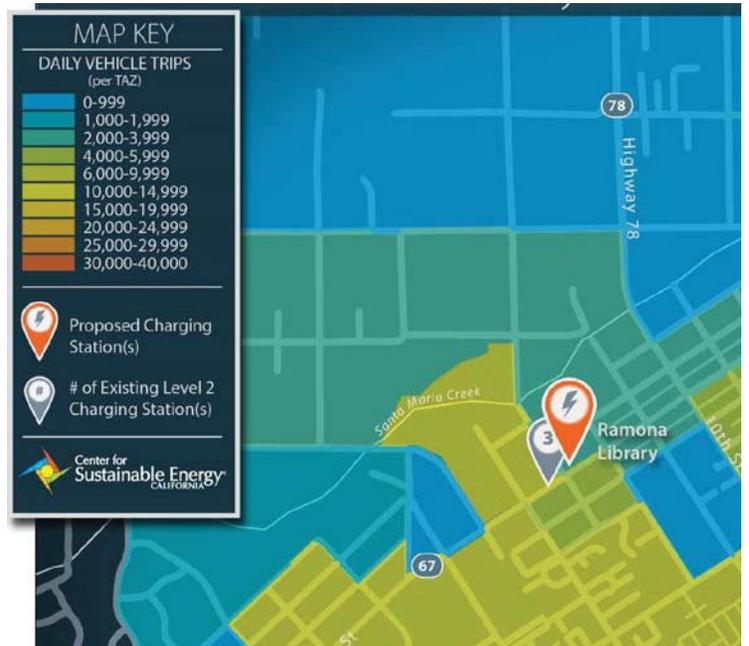
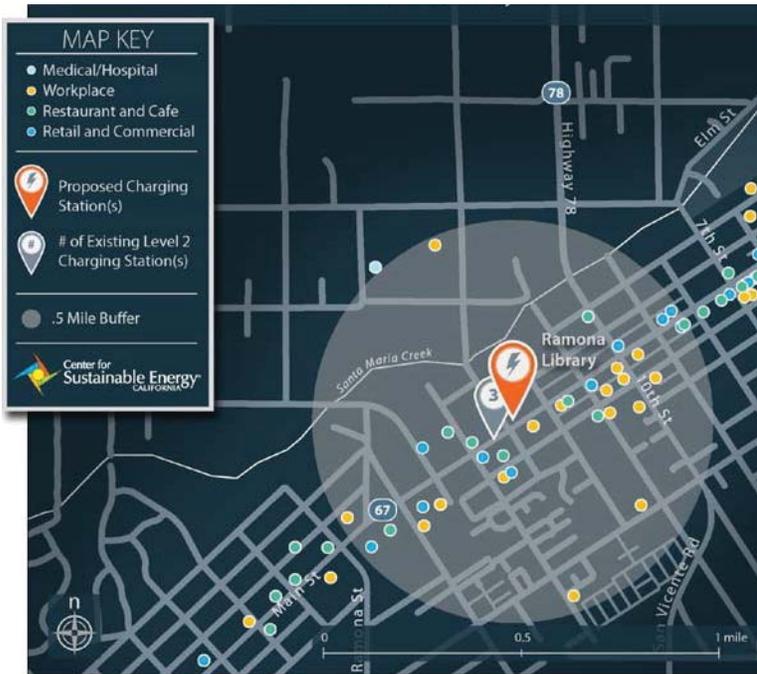
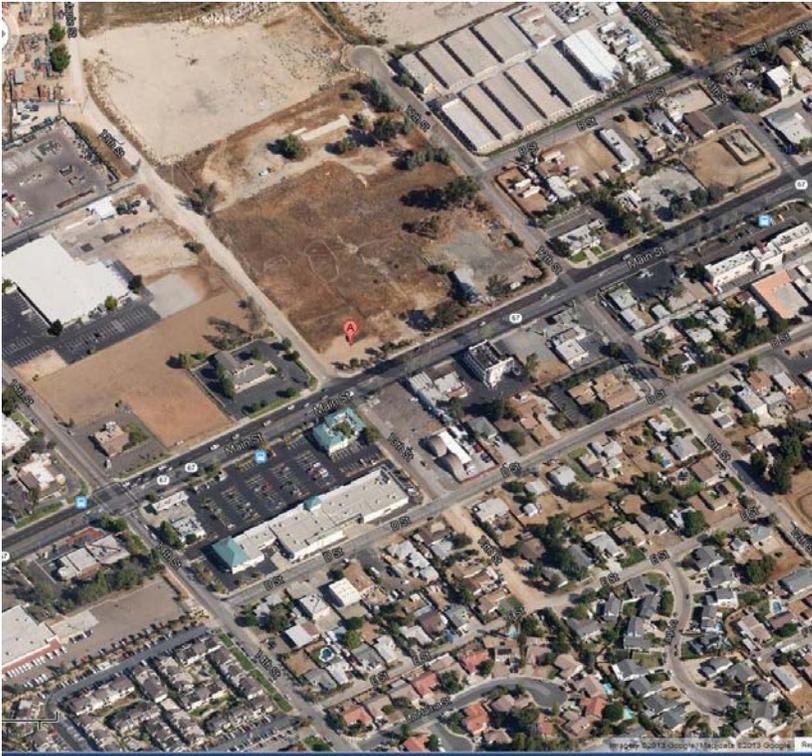
Site 4 - Health Services Complex

3851 Rosecrans St, San Diego, CA



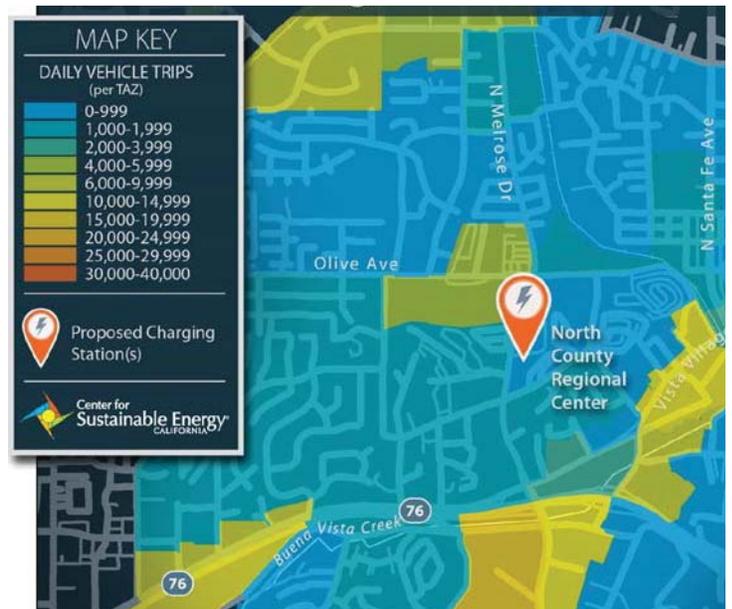
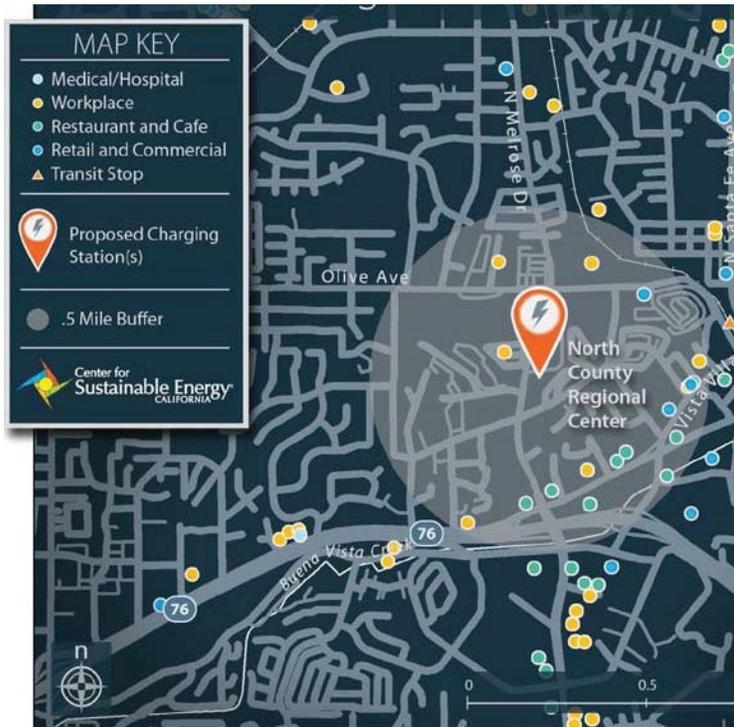
Site 5 - Ramona Library

1275 Main St, Ramona, CA



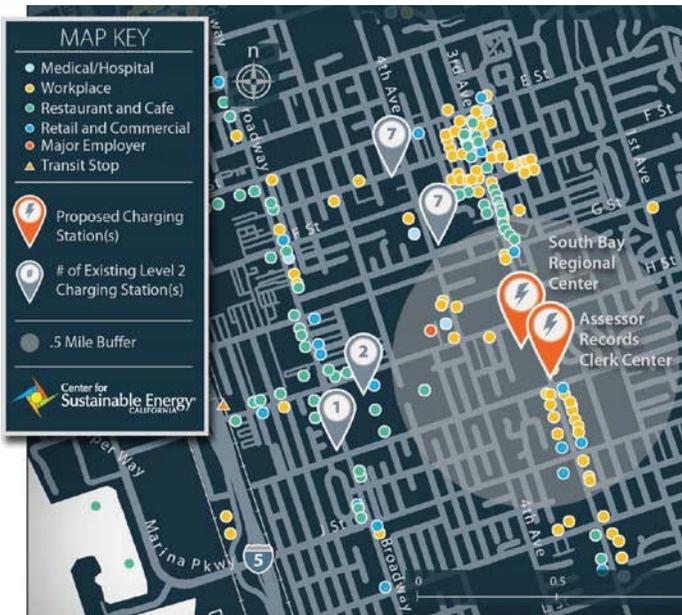
Site 6 - North County Regional Center

325 South Melrose Drive, Vista, CA



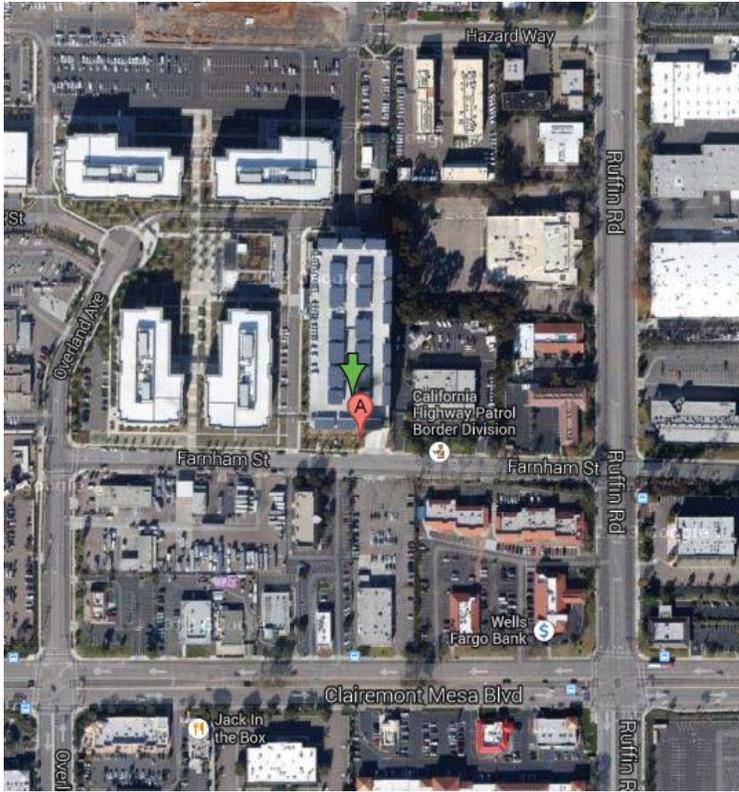
Sites 7 and 8 - South Bay Regional Center and Assessor's Office

500 3rd Avenue, Chula Vista, CA



Site 9 - County Operations Complex, Parking Structure

796 Farnham St, San Diego, CA 92123



Site 10 - County Administration Center, Parking Structure

1600 Pacific Highway, San Diego, CA



EXHIBIT “B”

STATEMENT OF WORK

Service Requirements

1. Equipment Installation

- a. Licensee shall be responsible for installing all EVSE, including all fixtures and broadband connections necessary for its successful operation. All EVSE installation costs will be borne by Licensee. Individual EVSE installations shall be referred to in this Exhibit B as an “EVSE installation.”
- b. Licensee shall provide the following mounting dimensions and specifications for each EVSE installation:
 1. Concrete pad or wall specifications
 2. Specifications for anchoring bolts and sealants to tie the EVSE installation to a concrete pad or wall
 3. Installation specifications and template(s) with detailed dimensions for the EVSE installation and its pedestal
- c. The County shall install the necessary infrastructure to bring power to the location where the EVSE installation will be installed.
- d. Licensee shall manage the installation of EVSEs to minimally impact County operations to the extent practical.
- e. Licensee agrees that no installation work will begin without formal Notice to Proceed from the County. The County will inspect, oversee, and have sole approval of any and all work associated with the installation of EVSE at each Site.
- f. Safety. Licensee shall take all necessary and reasonable safety precautions pertaining to the health and safety of persons and real and personal property. Licensee shall immediately report to the County any death, lost time, injury, or property damage that occurs on the Premises.
 - i. Licensee shall provide a safety plan for each EVSE installation.

2. Equipment Features

Licensee shall ensure (and provide proof upon request) that EVSE installations meet the following criteria:

- a. The equipment shall be Level 2 or higher (DC Fast)
- b. The connection cord(s) shall be retractable
- c. The equipment shall be in compliance with:
 1. Society of Automotive Engineers (SAE) J-1772 standards and applicable NEC codes.

- 2. SAE J2836 and 2847 and upgradeable for enhanced vehicle-to-grid communication
- 3. International Electro-technical Commission (IEC) 61851 for the enclosure
- 4. National Electrical Code (NEC) 625 for the EVSE cable coupler
- d. The equipment has been validated and certificated by Underwriters Laboratories (UL) or equivalent certification (UL 62, 2202, 2231, 2251, 2594,)
- e. The equipment has ability to use supplemental surge protection and ground fault circuit interrupter (GFCI)
- f. The equipment has ability to stop flow through charging stations when not in use

3. Permits and Licenses

Licensee shall obtain, at its own expense, all permits and licenses required by municipal, state, or federal regulations and laws to complete the installation work and to operate/maintain the EVSE. Prior to performing any work, if required, Licensee and all subcontractors must obtain a business license in each municipality in which they will perform work.

4. Utilities

- a. Licensee shall establish and maintain an account with SDG&E for each Site.
- b. Licensee shall be responsible for providing and paying for all energy associated with the operation of all EVSE installations at each Site.
- c. Licensee shall install approved equipment to allow for exact measurement of electricity used for each EVSE installation as well as for each Site.

5. Energy Delivery and Title

Licensee shall be in exclusive control, hold title to, and be responsible for any damage or injury caused by EVSE. The County acknowledges that Licensee does not own or control any of the transmission or distribution facilities used to deliver electricity to the EVSE and that this function is solely the responsibility of SDG&E, and accordingly that Licensee shall have no liability on account of any acts or omissions of SDG&E or for any interruption in or failure to deliver electricity arising therefrom.

6. Reports

Licensee shall provide the County as requested, but at least on a quarterly basis, a report detailing the following by Site, by charging station, and in the aggregate across all Sites:

- Number of consumers served
- Frequency and time of use
- Electrical consumption in kWh
- Power demand
- Charge completion (length of charge)
- Connection time (length of connection)

- Amount of fuel savings and greenhouse gas emission savings

7. Account Management Services. Licensee shall assign a dedicated point of contact for any service related need.

- Licensee shall hold meetings with the County on an as-needed basis, to discuss the overall service being delivered, contractual or service issues, etc. (These may be in person or conference calls, as mutually agreed).
- Licensee shall provide County customer support service Monday – Friday, 7am-6pm PST.
- Licensee shall provide afterhours and emergency support (phone or email).

8. Hours of Operation

Licensee shall operate all EVSE installations at each Site based on the Site’s availability as shown below:

Site	Hours of Operation
Fallbrook Library	Monday - Saturday from 10:00 a.m. to 4:00 p.m.
4S Ranch Community Sport Park and Boys & Girls Club	Monday, Tuesday, Thursday from 2:30 pm to 6:00 pm Wednesday from 12:30 pm to 6:00 pm Friday from 1:00 pm to 6:00 p.m.
San Diego Air Pollution Control District	Monday - Friday from 8:00 a.m. to 5:00 p.m.
Health Services Complex	Monday - Friday from 8:00 a.m. to 5:00 p.m.
Ramona Library	Monday and Wednesday 9:30 am to 6:00 pm, Tuesday and Thursday 9:30 am to 8:00 pm, Friday and Saturday from 9:30 a.m. to 5:00 p.m.
North County Regional Center	24 hour facility
South Bay Regional Center	24 hour facility
Assessor/Recorder/County Clerk- South Bay Branch	Monday - Friday from 8:00 a.m. to 5:00 p.m.
County Operations Center	Monday - Friday from 6:00 a.m. to 6:00 p.m.
County Administration Center	Monday - Saturday from 6:00 a.m. to 5:00 p.m.

9. Payment Methodologies

- Licensee shall make all EVSE installations available for use for a fee, and bill each individual user. The charging rates and billing method shall be determined by the Licensee.

- b. Licensee shall make payment options available for the users of the EVSE (e.g. credit card, debit card, phone applications, planned payments).
- c. Licensee shall provide the ability to establish accounts for individual user groups and set up preferences for these groups (e.g. through key fobs, special codes, etc.)
- d. For Sites with gated payment systems, Licensee shall identify parking access and revenue control systems (PARCS) with which the EVSE can be integrated (e.g. Amano McGann, Data Park Inc., Federal APD, etc.)

10. System Communications

- a. The EVSE installations shall have a method of electronic communication to EVSE users via text, e-mail, or web portal to indicate when a vehicle has finished charging or if there are any charging issues.
- b. Each EVSE installation shall have network capabilities to support and transmit data and/or for billing.
- c. The communication must operate via a secure data network.

11. Security.

To work at County facilities, Licensee shall comply with County Security Requirements and complete the contractor clearance found in Attachment II to the RFP which is incorporated herein by this reference,.

12. Equipment Operation, Service and Maintenance

- a. The EVSE shall be owned, operated, monitored, maintained, and repaired by Licensee at its sole cost and expense.
- b. Licensee shall service/maintain the EVSE on a regular basis as recommended by the equipment manufacturer.
- c. Licensee shall investigate and begin to remedy any equipment malfunction within 24 hours of learning about the malfunction and report to the County the progress of the maintenance/service being performed.
- d. If emergency repair/service is required, Licensee shall promptly dispatch the appropriate personnel to immediately perform the required repair/service in an expeditious and safe manner.

13. Staffing.

Licensee shall obtain at Licensee's expense all required staff needed to perform its duties and obligations. Retention by Licensee of any staff shall be at Licensee's sole cost and expense, and the County shall have no obligation to pay Licensee staff, to support any such person's claim against Licensee or to defend Licensee against any such claim.

14. System Removal.

Upon the expiration or earlier termination of this License, Licensee shall remove the EVSE at no cost to the County. Licensee shall reimburse County within thirty (30) days of receipt of an invoice from County for any damage to County property resulting from Licensee's removal of the EVSE.

15. Market EVSE

Licensee shall have control over the solicitation, contracting, and distribution of any and all media content placed in connection with the EVSE, subject to reasonable time, place, and manner restrictions that may be imposed by the County.

ATTACHMENT II

COUNTY SECURITY REQUIREMENTS

County of San Diego
Department of General Services
Facilities Operations Division
Department Procedures

No. 3.1.6.4
Page 1 of 4



Subject: CONTRACT SERVICE PROVIDER SECURITY
REQUIREMENTS

Date: January 2012

A. PURPOSE/RESPONSIBILITY:

Security is a top priority for the County of San Diego. As such, contract service providers are required to fully comply with the security requirements as outlined within their respective service agreements. Failure to do so is considered a breach of security and may result in the termination for default.

All persons performing duties under an existing service contract must be acceptable to the County. This includes all contractor employees and others who might have access to County facilities without the supervision of a County employee.

The contractor and associated staff shall complete a security screening by the Sheriff's Department (Background Division), California Department of Justice and the Federal Bureau of Investigation before being issued an identification (ID)/access badge permitting independent entry into County facilities.

B. PROCEDURES:

1. Background Investigations

- a. Background checks are required for all contract employees before access will be permitted to County facilities/property.
- b. Contractors shall submit a complete background check package for all employees (including sub-contractors) identified to deliver contract services at any County facility. Background check packages must be submitted to the Department of General Services (DGS) Office of Security Services located at the County Operations Center. The contractor is advised to keep copies of all applications/background check packages submitted to the DGS Office of Security Services.
- c. Incomplete packages will not be accepted. A typical background package includes:
 - (1) A complete signed Security Clearance Request Form
 - (2) A clean, valid, and legible copy of Social Security Card or Social Security Administration abstract
 - (3) A clean, valid, and legible copy of a Driver's license, or State-issued Identification Card
 - (4) For contract employees who are not citizens of the United States: either a valid Resident Alien Badge or valid form of picture identification
 - (5) For contract employees requesting electronic access authorization: a complete Access Registration Form
- d. Contractors are required to submit one check covering the cost of the background check process for all employees. The check should be made payable to: Sheriff, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.
- e. In addition to the background package, contractors must complete a Livescan application. Contractors shall obtain a Livescan application from the DGS Office of Security Services. The contractor shall be provided information on various Livescan



Subject: CONTRACT SERVICE PROVIDER SECURITY
REQUIREMENTS

Date: January 2012

locations and fees. A fee is required by the Department of Justice and collected by the Livescan operator.

- f. Background checks generally take 4-6 weeks to process. The DGS Office of Security Services will call the contract vendor the same day the results of submitted background checks are received to communicate the results. If the background screening results are acceptable, the DGS Office of Security Services will make contact and request that contractor employees come to the office to have their photo taken and ID badge issued.
- g. Background checks for contract employees will be valid for the duration of the respective contract and must be renewed prior to the initiation of subsequent or follow-on contracts. "As Required" contract support staff must renew their respective background checks, at a minimum, every four (4) years.

2. Identification (ID) Badging

- a. ID badges will only be issued to applicants successfully completing the background investigation process. ID badges will be issued when the employee's photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete.
- b. Contractors shall submit payment for each employee identification badge via one check, covering the cost for all employees, and payable to: Department of General Services, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.
- c. DGS shall take pictures for service contract staff or pictures may be provided on a digital disk. If supplied by the contractor, the pictures must be saved as "Last Name, First Name". Additionally, the pictures must be in a JPG/JPEG file format.
- d. County issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into County facilities. County issued ID Badges are for the exclusive use of the individual named and pictured on the badge.
- e. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The contractor is responsible for collecting the ID badges and turning them in to the County project manager or the DGS Office of Security Services when a contract ends or when an employee leaves employment. The contractor assumes all responsibility for their employee's use of and the return of the County ID badges. The contractor shall be assessed one hundred dollars (\$100.00) for each badge not returned. At the expiration and/or termination of an associated contract, final payment shall be withheld until all ID badges are accounted for.
- f. ID badges will only be issued to the specific individual cleared via the required background screening process. The cleared individual will need to present themselves in person with a valid copy of a Driver's license or State-issued Identification Card to receive their ID badge.



Subject: CONTRACT SERVICE PROVIDER SECURITY
REQUIREMENTS

Date: January 2012

C. REFERENCE(S):

1. CAO Administrative Manual, Item No. 0040-06, "County Identification Card Program"

A handwritten signature in cursive script, appearing to read "A. F. Heinze", written over a horizontal line.

APRIL F. HEINZE, P.E., Director
Department of General Services

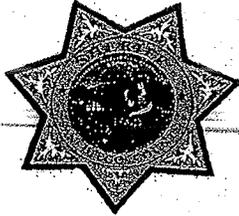


Exhibit 1
DEPARTMENT OF THE SHERIFF
County of San Diego
WILLIAM D. GORE, SHERIFF
SECURITY CLEARANCE REQUEST

RELEASE AND WAIVER

To Whom It May Concern:

I hereby authorize any investigator or authorized representative of the San Diego County Sheriff's Department bearing this release and waiver, or a copy of it, to obtain or copy any information in your files concerning, but not limited to, my employment records, personal history, DMV records, and criminal records (adult and juvenile).

I hereby release you, your organization, or others from liability or damage, which may result from furnishing the information required.

The information entered on this form is to be used to assist the Sheriff's Department in determining my fitness and qualifications for a position of trust and responsibility.

TYPE OR PRINT IN INK

NAME: _____ **SEX:** _____
(LAST) FIRST (MIDDLE)

OTHER NAMES YOU HAVE BEEN KNOWN BY: _____

ADDRESS: _____
(STREET) (APT#) (CITY) (STATE) (ZIP CODE)

DATE OF BIRTH: _____ **PLACE OF BIRTH:** _____
(MONTH-DAY-YEAR)

DRIVER'S LICENSE #: _____ **TELEPHONE:** _____
(INCLUDE STATE)

SOCIAL SECURITY: _____

HEIGHT: _____ **WEIGHT:** _____ **EYE COLOR:** _____ **HAIR COLOR:** _____

SIGNATURE: _____ **DATE:** _____

****The following information is to be completed by the prospective employer****

PHOTO I.D. AND SOCIAL SECURITY NUMBER VERIFIED BY: _____

EMPLOYER: _____
(i.e., SUPERIOR COURT, MUNI COURT, SECURITY, JANITORIAL, ETC.) (Company name and phone number)

REQUESTED BY: _____
(AUTHORIZED COUNTY REPRESENTATIVE NAME, PHONE, AND MAIL STATION)

AREA OF PRIMARY ASSIGNMENT: _____



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

A1953

ORI (Code assigned by DOJ)

NON-SWORN LEA

Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

DEPT OF GENERAL SERVICES, SECURITY

Agency Authorized to Receive Criminal Record Information

5560 OVERLAND AVE, 2ND FLOOR SUITE 210

Street Address or P.O. Box

SAN DIEGO

City

CA 92123
State ZIP Code

07283

Mail Code (five-digit code assigned by DOJ)

DENNIS MACDADE, SECURITY MANAGER

Contact Name (mandatory for all school submissions)

(858) 694-2387

Contact Telephone Number

Applicant Information:

Last Name

Other Name
(AKA or Alias) Last

Date of Birth

Sex: Male Female

Height

Weight

Eye Color

Hair Color

Place of Birth (State or Country)

Social Security Number

Home

Address Street Address or P.O. Box

First Name

Middle Initial

Suffix

First

Suffix

Driver's License Number

Billing
Number

(Agency Billing Number)

Misc.
Number

(Other Identification Number)

City

State

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City

State

ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed



CONTRACTOR

IDENTIFICATION/ACCESS CARD REGISTRATION

Forms must be typed or printed clearly before you come into the Security Office.

Walk-in: Electronic Picture: Picture On File:

CARD NUMBER: _____ CARD TYPE: ID/Access:
ASSIGNED BY DGS

CARDHOLDER: _____
Last Name First Name MI.

FACILITY: _____

COMPANY NAME: _____

DATE OF BIRTH: ____/____/____ DRIVER'S LICENSE NUMBER: _____

GUARD CARD NUMBER: _____ EXPIRATION DATE: _____

COLOR OF EYES	<input type="checkbox"/> Brown	<input type="checkbox"/> Gray	COLOR OF HAIR	<input type="checkbox"/> None	<input type="checkbox"/> Brown	HEIGHT: _____
	<input type="checkbox"/> Blue	<input type="checkbox"/> Hazel		<input type="checkbox"/> Black	<input type="checkbox"/> Gray	
	<input type="checkbox"/> Green			<input type="checkbox"/> Blonde	<input type="checkbox"/> Red	

CONTRACT ENDING DATE: ____/____/____

REASON FOR ID: New: Broken: Change: Lost: Void:

SECURITY OFFICE
MAIL STOP: 0-366
PHONE: (858) 694-2387
FAX NUMBER: (858) 576-8245



County of San Diego
DEPARTMENT OF GENERAL SERVICES - SECURITY OFFICE
5560 OVERLAND AVE, SAN DIEGO, CA 92123-1294
2nd Floor Suite 210

Contractor Clearance to Work For the County of San Diego

(Last Update: 11/01/13)

All Contractors requesting clearance to work in for the County of San Diego must comply with all of the following requirements. For security reasons, (there are no exceptions).

1. Please go to a live scan facility to have your fingerprints electronically scanned. You will need to take your Driver License and Social Security card to the Live Scan facility. The Live scan facility will collect a rolling fee of \$52.00 which is required by the Department of Justice. (See attached LIVESCAN LOCATIONS).
2. Return to the County Security Office with the live-scan and security clearance request forms. All forms must be printed and completed entirely in order to process your clearance. You will need to bring a check or money order for \$20.00 made out to the "Sheriff's Department". Bring Social Security Card and a Driver License/CA ID. Please bring a Permanent Resident Card or INS Work permit (if applicable).
3. Background clearances generally takes 2 months. The County Security Office will notify your employer of the results. If you have cleared your background, please return to the County Security Office for photo/ID. A fee of \$15.00 check or money order payable to: (Department of General Services) is required to receive your badge. Background packets will only be held for 3 months after the employer is contacted.

All ID badges must be worn and be visible at all times when working on County Facilities.
Under no circumstances can ID badges be given or shared with others.

All Project Managers are responsible for collecting all ID badges and return them to the County Security Office.

THE COUNTY SECURITY OFFICE

Phone: (858) 694-2387

Fax: (858) 278-3023

Contractor's Hours of Operation are
MONDAY, WEDNESDAY, AND FRIDAYS

8:00 -11:30 am and 1:00 pm - 3:00 pm

Address: San Diego County Operations Center (COC)
5560 Overland Ave, Second Floor, Suite 210
San Diego, Ca 92123

County Of San Diego

Reasons for Being Disqualified on Your Background Check

- **Convicted felon**

- **Convicted of a theft or theft-related crime, i.e.,:**
 - Petty Theft**
 - Forgery**
 - Possession of Stolen Property**
 - Embezzlement**
 - Battery**
 - Assault**
 - Welfare Fraud**

- **Convicted of crimes of moral turpitude:**
 - Peeping Toms**
 - Prostitution**
 - Registered Sex Offender**

- **Showing patterns of criminal behavior**
- **Exhibiting patterns of anti-social behavior**
- **Convicted of alien smuggling**
- **Active warrants or cases shall be disqualified temporarily until he/she provides proof that the warrants or administrative holds have been resolved.**
- **Criminal charges pending, that if convicted would be disqualifying will be temporarily disqualified pending the disposition of those charges**

**LIVESCAN
LOCATIONS**

COUNTY	LOCATIONS	HOURS
SOUTH	QWIK Prints 629 3rd Ave. (619-585-0022)	walk ins
SOUTH	Fingerprint Impressions Mobile Services-Businesses (619) 572-7783	Mon-Sat 7am-7pm
SOUTH	San Diego Livescan 135 Civic Center Drive #202 National City 91950 (619) 851-6483	Mon-Friday 9:30-4:30 Sat 9-4 Sun 9-1 Walkins available
NORTH	Oceanside Police 3855 Mission Ave. (760-435-4900)	Mon-Fri 8-4:30
NORTH	Poway Livescan 12937 Pomerado Rd Ste F Poway, Ca 92064 (858) 842-3838	Mon-Friday 9:30-5 Sat 10-1 Walkins & Appts
EAST	SD Livescan 4999 Baltimore Dr. La Mesa (619) 668-9280	M-F 9-5 Sat 9-2 Sun 9-1
SAN DIEGO	Police Services 4100 Normal St. (619-725-7014)	Tues-Fri 8:30-2
SAN DIEGO	Mobile Livescans Fingerprint Impressions 8400 Miramar Road #200-7 (619) 572-7783	Mon 9-30-6 Tues 12-6 Wed: 9:30-1230 Friday 930-230
SAN DIEGO	Alive Scan 2707 Garnet Ave. #3 (858) 349-0204	Mon- Friday 9-6 Walk-ins & Appts