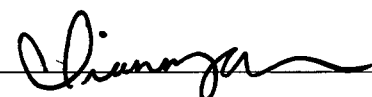


SOLICITATION:	RFB 10807	OPENING DATE:	Monday, March 15, 2021
PROJECT:	SECURITY GUARD SERVICES		

BIDDER	BASIS OF AWARD	PREFERRED VENDOR ADJUSTED PRICE
AllState Security	\$447, 220.98	N/A
BSE Security	\$959,424.00	\$911,432.80
Guardian Integrated Security	\$1,308, 720.00	N/A
Kingdom Security	\$731,394.00	694,824.30
Off Duty Services	\$1,932,655.50	N/A

Date: 3-15-21

Bid Officer: 

Bid Clerk: 

This Notice of Intent to Award / Abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids
Received

Date Issued 3/5/2021
RFB No. 10807

|| (PLEASE USE TYPEWRITER OR BLACK INK)
|| **Envelope must include RFB No. 10807**

NAME AND TITLE OF CONTRACTING OFFICER

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☒ For-profit ☐ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

3.2. Are you certified by the State of California as a:

☐ Disabled Veteran Business Enterprise(DVBE)

Certification #: _____

☐ Small Business Enterprise (SBE)

Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

☐ Veteran Owned Small Business (VOSB)

Certification # _____

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): ¹⁰⁰ _____ %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes ☐

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes ☐

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Joseph Fallas, MBA

Signature: 

Title: Executive Vice President

Date: March 15, 2021

Company/Organization: AllState Security Services, Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

COUNTY OF SAN DIEGO
NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST 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 Company/Organization Name: AllState Security Services, Inc. ("Offeror") with reference to the following facts: _____

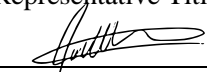
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

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*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>AllState Security Services, Inc.</u>
Authorized Representative Name:	<u>Joseph Faltas, MBA</u>
Authorized Representative Title:	<u>Executive Vice President</u>
Signature: 	Date: <u>March 15, 2021</u>

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE) through DVBE Subcontractor Participation goals. County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. The County DVBE program recognizes the State of California DVBE certification, which may be found at <http://www.pd.dgs.ca.gov>.

For this solicitation:

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES UP TO \$1 MILLION, GOODS OF ANY VALUE, EXEMPT FROM DVBE, OR WAIVED BY DIRECTOR]

DVBE Subcontractor Participation Requirements are not applicable. Bidder/Offeror (Offeror) does not need to submit DVBE documentation with its submittal.

[OR]

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES OVER \$1 MILLION]

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVBE Subcontractor Participation Plan.

[OR]

[USE THIS CLAUSE FOR ID/IQ/TASK ORDER PROCUREMENTS]

In the case of indefinite delivery/indefinite quantity Contracts, DVBE Subcontractor Participation Requirements shall be applied at the time of task order issuance based on the value of the individual task order. DVBE forms for the documentation required for individual task orders resulting from Contract award are contained within this solicitation.

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal for each task order where the value of services exceeds \$1 million in annual value, or must show a good faith effort to do so. Offeror does not need to submit documentation with its submittal, but must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan for each task order prior to issuance of each such task order. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort regardless of utilization calculated on the DVBE Subcontractor Participation Plan. Failure of the Offeror to comply with any task order DVBE requirement may adversely impact the potential for the Offeror to receive any further work under the contract.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section	
Offeror: AllState Security Services, Inc.	
Offeror's Representative: Joseph Faltas, MBA	

DELETE THE FOLLOWING TABLE IF PROCUREMENT IS NOT ID/IQ

Job/Task Orders (to be completed at time of job/task order)	
Project Title: N/A	
Project/Activity No.:	
Bid/Proposal No.:	Bid/Proposal Date:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)	
Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:	
<input type="checkbox"/>	Government Agency
<input type="checkbox"/>	Nonprofit Organization
<input type="checkbox"/>	Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California SBE Certification #: _____
<input type="checkbox"/>	Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California Certification #: _____ <input type="checkbox"/> VOSB - U.S. VA Certification #: _____ <input type="checkbox"/> SDVOSB - U.S. VA Certification #: _____

DVBE Compliance (complete if Offeror claimed no exemption above)	
<input type="checkbox"/>	Offeror will self-perform 100% of the services.
<input type="checkbox"/>	Complete and attach DVBE Subcontractor Participation Plan
<input type="checkbox"/>	Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION PLAN

Offeror: AllState Security Services, Inc. Offeror Representative: Joseph Faltas, MBA

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER AND CERTIFICATION NUMBER OF CERTIFIED DVBE TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVBE
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVBE			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{____\%}$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

- A.** List potential DVBEs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.	N/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet 1 of 1 (complete if submitting more than one sheet)

B. **DVBE Solicitations**

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

COUNTY OF SAN DIEGO RFB
#10807
SECURITY GUARD SERVICES
PRICING SCHEDULE

TERM	MEASURE OF UNIT	ESTIMATED QUANTITY	UNIT PRICE PER HOUR	EXTENDED PRICE
Initial Term (15 months): 4/1/2021 thru 6/30/2022	Per Hour of Work	3,945	\$ 23.10	\$ 91,129.50
1 st Option Year: 7/1/2022 thru 6/30/2023	Per Hour of Work	3,156	\$ 23.79	\$ 75,081.24
2 nd Option Year: 7/1/2023 thru 6/30/2024	Per Hour of Work	3,156	\$ 24.50	\$ 77,322
3 rd Option Year: 7/1/2024 thru 6/30/2025	Per Hour of Work	3,156	\$ 25.23	\$ 79,625.88
4 th Option Year: 7/1/2025 thru 6/30/2026	Per Hour of Work	3,156	\$ 25.95	\$ 81,898.20
Up to Six one-month Options: 7/1/2026 thru 12/31/2026	Per Hour of Work	1,578	\$ 26.72	\$ 42,164.16
TOTAL:				\$ 447,220.98

PRICING SCHEDULE NOTES:

1. The hourly rates shall apply for additional armed security guard services at the Hall of Justice parking structure that may be required by the County of San Diego Sheriff's Department.
2. The "EXTENDED PRICE" listed above is a projection based on estimated hours and is not binding on the County. "ESTIMATED QUANTITIES" are based on current regularly scheduled and anticipated requirements. These estimates may vary based on facility needs. Year-end variance in total hours shall not constitute reason for unit price renegotiation. Unit pricing shall be fixed in all years, including the Option Years and the "Up to Six one-month Options." Pricing shall not be based solely on the above estimated hours. Contractor shall have read the full Statement of Work in this RFB and considered all possible factors in determining the "UNIT PRICE" and all "EXTENDED PRICES" for the "GRAND TOTAL" correctly. Actual requested hours by the County may vary. Payments will be made on a per unit basis, using the "UNIT PRICE" contained in this Exhibit C – Pricing Schedule and upon actual completion of hours as described in this Exhibit and Exhibit A – Statement of Work.

COMPANY:

Allstate Security Services, INC

REPRESENTATIVE NAME:

Joe Faltas

REPRESENTATIVE EMAIL:

Joef@allstatess.com

REPRESENTATIVE PHONE:

760-583-7803

**COUNTY OF SAN DIEGO
PREFERRED VENDOR ADJUSTED PRICING**

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section ~~B~~, LOCAL BUSINESS PREFERENCE of the RFB Instructions. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.
☒ Headquarters ☐ Other location providing the same or similar services

Address 9845 Erma Road # 300
City San Diego State CA Zip 92131

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Indicate certification(s) below.

State of California Certifications:

- ☐ Small Business (SB) – Certificate # _____
☐ Micro Business (MB) – Certificate # _____
☐ Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____
☐ Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

U.S. Department of Veterans Affairs Certifications:

- ☐ Veteran-Owned Small Business (VOSB) – Certificate # _____
☐ Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Pricing Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)	ADJUSTED PRICE subtract Box 2 from Box 1
Box 1 \$ _____	Box 2 \$ _____	\$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the pricing schedule shall prevail, and a corrected Price Adjustment shall be used.

COMPANY: Allstate Security Services, Inc

REPRESENTATIVE NAME: Joe Faltas

REPRESENTATIVE EMAIL: Joef@allstatess.com

REPRESENTATIVE PHONE NUMBER: 760-583-7803

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AllState Security Services, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 9845 Erma Road, Suite 300	Requester's name and address (optional)
	6 City, state, and ZIP code San Diego, CA 92131	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

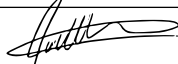
Social security number										
9	0	0	-	8	4	-	1	2	0	7
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2020 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee InformationName ☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

AllState Security Services, Inc.

Address (apt./ste., room, PO box, or PMB no.)

9845 Erma Road, Suite 300

City (If you have a foreign address, see instructions.)

San Diego

State ZIP code

CA 92131

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to **ftb.ca.gov/forms** and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Joseph Faltas, MBA, Executive Vice PresidentTelephone (888) 210-7333

Payee's signature ►

Date March 15, 2021

Next

Bid

SECTION A
COUNTY OF SAN DIEGO
REQUEST FOR BID
THIS IS NOT AN ORDER

Date Issued 3/5/2021
RFB No. 10807

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING AND CONTRACTING
COUNTY OF SAN DIEGO, RFB NO. 10807
5560 OVERLAND AVE. STE 270
SAN DIEGO, CA 92123-1204

|| FOR INFORMATION, PLEASE CALL
|| NICKY LITHGOW, 858-505-6374
|| NICKY.LITHGOW@SDCOUNTY.CA.GOV

|| BID OPENING DATE: MARCH 15, 2021

|| Bids must be received at the
|| upper left address prior to 11:00 A.M. PST
|| on the date of the Bid Opening.

AWARD: WILL BE MADE TO THE LOWEST
RESPONSIVE RESPONSIBLE BIDDER
BASED ON:

☐ ALL OR NONE ☐ EACH LOT
☒ TOTAL PRICE ☐ EACH ITEM
☐ OTHER (SEE PRICING SCHEDULE)

|| PLEASE STATE YOUR LOWEST PRICE,
|| F.O.B. DESTINATION AND
|| BRAND NAME OR TRADE NAME
|| IF APPLICABLE.

|| (PLEASE USE TYPEWRITER OR BLACK INK)
|| Envelope must include RFB No. 10807

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), SHERIFF'S DEPARTMENT HAS A REQUIREMENT FOR SECURITY GUARD SERVICES IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN.

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE/RESPONSIBLE SUPPLIER BASED ON A FIFTEEN MONTH BASE PERIOD PLUS FOUR (4) ONE YEAR OPTION PERIODS. PRICE EACH LINE ITEM AND ALL TERM PERIODS TO BE CONSIDERED RESPONSIVE. PRICING MUST REMAIN FIRM FIXED FOR ALL TERM PERIODS.

BASE TERM PERIOD: APRIL 1, 2021 THROUGH JUNE 30, 2022

1ST OPTION PERIOD: JULY 1, 2022 THROUGH JUNE 30, 2023

2ND OPTION PERIOD: JULY 1, 2023 THROUGH JUNE 30, 2024

3RD OPTION PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2025

4TH OPTION PERIOD: JULY 1, 2025 THROUGH JUNE 30, 2026

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFB SHALL BE REQUESTED IN WRITING PRIOR TO 5:00 P.M. PST ON WEDNESDAY, MARCH 10, 2021. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED.

ARE YOU ABLE TO COMPLY WITH ALL ITEMS SPECIFIED WITHIN THE SCOPE OF WORK: YES ☒ NO ☐

Bidder acknowledges Addendum No. 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒

SUBJECT TO ACCEPTANCE WITHIN ☐ DAYS | PAYMENT TERMS NET 30 OR % day

NAME AND ADDRESS OF BIDDER (Type or Print)

BSE security service
Street, City, State, Zip
10765 Woodside Ave #E
Santee CA 92071
Telephone: ()
Fax Number () 619-368-3119

NAME AND TITLE OF PERSON AUTHORIZED
TO SIGN OFFER:

marlon blue, CEO

SIGNATURE 
OFFEROR DATE 3/11/2021

NOTIFICATION OF AWARD

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO

BY:

DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

TABLE OF CONTENTS

SECTION A REQUEST FOR BID AND GENERAL INFORMATION

1. <u>REQUEST FOR BID</u>	A-1
2. <u>TABLE OF CONTENTS</u>	A-2
3. <u>REPRESENTATIONS AND CERTIFICATIONS</u>	A-4
4. <u>NONDISCLOSURE INDEMNIFICATION AGREEMENT</u>	A-5
5. <u>STATEMENT OF WORK</u>	A-6
6. <u>PRICE SCHEDULE</u>	A-10
7. <u>PUBLIC AGENCY PARTICIPATION</u>	A-12
8. <u>COUNTY CONTRACTOR PARTICIPATION (JULY 2008)</u>	A-12
9. <u>AUTOMATIC CONTRACT RENEWAL</u>	A-12
10. <u>CALIFORNIA REVENUE AND TAXATION CODE SECTION</u>	A-12
11. <u>FRANCHISE TAX BOARD WEBSITES</u>	A-12

SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS

1. <u>PRICING YOUR BID</u>	B-1
2. <u>SUBMITTING YOUR BID</u>	B-1
3. <u>EVALUATION AND AWARD</u>	B-2
4. <u>PROTEST PROCEDURES</u>	B-2
5. <u>LOCAL BUSINESS PREFERENCE</u>	B-2

SECTION C STANDARD TERMS AND CONDITIONS

1. <u>DEFINITIONS</u>	C-
2. <u>DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED</u>	C-
3. <u>ASSIGNMENT OF RIGHTS, TITLE AND INTEREST</u>	C-
4. <u>CAL OSHA</u>	C-
5. <u>FORMAL BIDS</u>	C-
6. <u>DELIVERY</u>	C-
7. <u>INSPECTION</u>	C-
8. <u>TERMINATION FOR DEFAULT</u>	C-
9. <u>TERMINATION FOR CONVENIENCE</u>	C-
10. <u>TITLE</u>	C-
11. <u>VARIATIONS IN SPECIFICATIONS</u>	C-
12. <u>HAZARDOUS SUBSTANCES</u>	C-
13. <u>PROHIBITED CONTRACTS</u>	C-
14. <u>ESTIMATED QUANTITIES</u>	C-
15. <u>AVAILABILITY OF FUNDING</u>	C-
16. <u>INSPECTION OF SERVICE/MATERIALS/SUPPLIES</u>	C-
17. <u>DUTY TO INQUIRE</u>	C-
18. <u>DISPUTES</u>	C-
19. <u>CHANGES</u>	C-
20. <u>ASSIGNABILITY</u>	C-
21. <u>INDEMNITY</u>	C-
22. <u>CONDUCT OF CONTRACTOR</u>	C-
23. <u>DISALLOWANCE</u>	C-
24. <u>GOVERNING LAW</u>	C-
25. <u>AUDIT AND INSPECTION OF RECORDS</u>	C-
26. <u>PATENT AND COPYRIGHT INFRINGEMENT</u>	C-
27. <u>CONTRACTOR REPRESENTATION</u>	C-
28. <u>WARRANTY</u>	C-
29. <u>INSURANCE</u>	C-
30. <u>PERMITS, NOTICES, FEES AND LAWS</u>	C-
31. <u>AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH</u>	C-

32.	<u>FINDINGS CONFIDENTIAL</u>	C-
33.	<u>PUBLICATION, REPRODUCTION AND USE OF MATERIAL</u>	C-
34.	<u>NOTICE</u>	C-
35.	<u>PRODUCT IDENTIFICATION AND LABELING</u>	C-
36.	<u>DRUG & ALCOHOL FREE WORKPLACE</u>	C-
37.	<u>ORDERING</u>	C-
38.	<u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u>	C-
39.	<u>INVOICES</u>	C-
40.	<u>PAYMENTS AND INVOICES</u>	C-
41.	<u>ACCEPTANCE OF COUNTY CREDIT CARD FOR PAYMENT</u>	C-
42.	<u>PRICE ADJUSTMENT, MANUFACTURER'S INCREASES</u>	C-
43.	<u>FLAMMABILITY AND TOXICITY</u>	C-
44.	<u>RECYCLED PRODUCTS SOLICITED</u>	C-
45.	<u>BRAND NAME OR EQUAL</u>	C-
46.	<u>CONTRACT ADMINISTRATION</u>	C-
47.	<u>CONTRACT PROGRESS MEETING</u>	C-
48.	<u>INDEPENDENT CONTRACTOR</u>	C-
49.	<u>SUBCONTRACT FOR WORK OR SERVICES</u>	C-
50.	<u>INTEREST OF CONTRACTOR</u>	C-
51.	<u>PERFORMANCE AND PAYMENT BONDS</u>	C-
52.	<u>ADDITIONAL BOND SECURITY</u>	C-
53.	<u>LICENSING</u>	C-
54.	<u>DAMAGES FOR DELAY AND TIME EXTENSION</u>	C-
55.	<u>CONTRACT EXTENSION OPTION</u>	C-
56.	<u>ANNUAL PRICE ADJUSTMENTS</u>	C-
57.	<u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u>	C-
58.	<u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u>	C-
59.	<u>SEVERABILITY</u>	C-
60.	<u>LIMITATION OF FUTURE CONTRACTS</u>	C-
61.	<u>PREVAILING WAGES</u>	C-
62.	<u>PAYROLL RECORDS</u>	C-
63.	<u>SUBCONTRACTING</u>	C-

COUNTY OF SAN DIEGO
NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST 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 Company/Organization Name: BSI Security Service
("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*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: BSI Security Service

Authorized Representative Name: Marlon Blue

Authorized Representative Title: CEO

Signature: 

Date: 3/11/21

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DVBE REQUIREMENTS AND FORMS

SECTION A - DVBE REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE) through DVBE Subcontractor Participation goals. County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. The County DVBE program recognizes the State of California DVBE certification, which may be found at <http://www.pd.dgs.ca.gov>.

For this solicitation:

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES UP TO \$1 MILLION, GOODS OF ANY VALUE, EXEMPT FROM DVBE, OR WAIVED BY DIRECTOR]

DVBE Subcontractor Participation Requirements are not applicable. Bidder/Offeree (Offeror) does not need to submit DVBE documentation with its submittal.

[OR]

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES OVER \$1 MILLION]

Bidder/Offeree (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVBE Subcontractor Participation Plan.

[OR]

[USE THIS CLAUSE FOR ID/IQ/TASK ORDER PROCUREMENTS]

In the case of indefinite delivery/indefinite quantity Contracts, DVBE Subcontractor Participation Requirements shall be applied at the time of task order issuance based on the value of the individual task order. DVBE forms for the documentation required for individual task orders resulting from Contract award are contained within this solicitation.

Bidder/Offeree (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal for each task order where the value of services exceeds \$1 million in annual value, or must show a good faith effort to do so. Offeror does not need to submit documentation with its submittal, but must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan for each task order prior to issuance of each such task order. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort regardless of utilization calculated on the DVBE Subcontractor Participation Plan. Failure of the Offeror to comply with any task order DVBE requirement may adversely impact the potential for the Offeror to receive any further work under the contract.

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☒ For-profit ☐ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

3.2. Are you certified by the State of California as a:
☒ Disabled Veteran Business Enterprise (DVBE)

Certification #: 1798645

☒ Small Business Enterprise (SBE)

Certification #: 1798645

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
☐ Veteran Owned Small Business (VOSB)

Certification # _____

☒ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # DVWB: 079803687

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4. Are proposed for debarment by any state, local, or federal department or agency.

4.2.5. If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes ☒

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes ☒

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Marlon Blue

Signature: _____

Title: CEO

Date: 3/11/21

Company/Organization: BSF Security Service

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section	
Offeror: BSE Security Service	
Offeror's Representative: Marlon Blue	
[DELETE THE FOLLOWING TABLE IF PROCUREMENT IS NOT ID/IQ]	
Job/Task Orders (to be completed at time of job/task order)	
Project Title: Security Guard Service - Hall of Justice	
Project/Activity No.:	
Bid/Proposal No.: 10807	Bid/Proposal Date: 3/11/21

Exemptions (complete only if Offeror qualifies for one of the exemptions below)	
Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:	
<input type="checkbox"/> Government Agency	
<input type="checkbox"/> Nonprofit Organization	
<input type="checkbox"/> Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California SBE Certification #: _____	
<input type="checkbox"/> Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a:	
<input checked="" type="checkbox"/> DVBE - State of California Certification #: 1798645	
<input type="checkbox"/> VOSB - U.S. VA Certification #: _____	
<input checked="" type="checkbox"/> SDVOSB - U.S. VA Certification #: DUNS: 079807687	

DVBE Compliance (complete if Offeror claimed no exemption above)	
<input type="checkbox"/> Offeror will self-perform 100% of the services.	
<input type="checkbox"/> Complete and attach DVBE Subcontractor Participation Plan	
<input type="checkbox"/> Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)	

Offeror must provide additional supporting documentation upon request.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION PLAN

Offeror: _____ Offeror Representative: _____

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER AND CERTIFICATION NUMBER OF CERTIFIED DVBE TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVBE
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVBE			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{\quad}{\quad} \times 100 = \quad \%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

- A. List potential DVBEs** that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVBE Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) Nature of work/supplies/services offered that are not accepted, (3) Dollar amounts of the DVBEs bids/proposals not accepted, (4) Subcontractors and/or suppliers that will be used instead of the DVBEs, (5) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (6) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Proposal Amount Accepted (5)	Reason Not Accepted (6)

Sheet ____ of ____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO RFB
#10807
SECURITY GUARD SERVICES
PRICING SCHEDULE

TERM	MEASURE OF UNIT	ESTIMATED QUANTITY	UNIT PRICE PER HOUR	EXTENDED PRICE
Initial Term (15 months): 4/1/2021 thru 6/30/2022	Per Hour of Work	3,945	\$ 52.00	\$ 205,140
1 st Option Year: 7/1/2022 thru 6/30/2023	Per Hour of Work	3,156	\$ 52.00	\$ 164,112
2 nd Option Year: 7/1/2023 thru 6/30/2024	Per Hour of Work	3,156	\$ 53.00	\$ 167,268
3 rd Option Year: 7/1/2024 thru 6/30/2025	Per Hour of Work	3,156	\$ 53.00	\$ 167,268
4 th Option Year: 7/1/2025 thru 6/30/2026	Per Hour of Work	3,156	\$ 54.00	\$ 170,424
Up to Six one-month Options: 7/1/2026 thru 12/31/2026	Per Hour of Work	1,578	\$ 54.00	\$ 85,212
			TOTAL:	\$959,424

PRICING SCHEDULE NOTES:

- The hourly rates shall apply for additional armed security guard services at the Hall of Justice parking structure that may be required by the County of San Diego Sheriff's Department.
- The "EXTENDED PRICE" listed above is a projection based on estimated hours and is not binding on the County. "ESTIMATED QUANTITIES" are based on current regularly scheduled and anticipated requirements. These estimates may vary based on facility needs. Year-end variance in total hours shall not constitute reason for unit price renegotiation. Unit pricing shall be fixed in all years, including the Option Years and the "Up to Six one-month Options." Pricing shall not be based solely on the above estimated hours. Contractor shall have read the full Statement of Work in this RFB and considered all possible factors in determining the "UNIT PRICE" and all "EXTENDED PRICES" for the "GRAND TOTAL" correctly. Actual requested hours by the County may vary. Payments will be made on a per unit basis, using the "UNIT PRICE" contained in this Exhibit C – Pricing Schedule and upon actual completion of hours as described in this Exhibit and Exhibit A – Statement of Work.

COMPANY: BSF Security Service

REPRESENTATIVE NAME: Marlon Blue

REPRESENTATIVE EMAIL: m.blue@BSFsecurityservice.com

REPRESENTATIVE PHONE: 619 368 3119

**COUNTY OF SAN DIEGO
PREFERRED VENDOR ADJUSTED PRICING**

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section B. LOCAL BUSINESS PREFERENCE of the RFB Instructions. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.
☒ Headquarters ☐ Other location providing the same or similar services

Address 10765 Woodside Ave # E
City Santee State CA Zip 92071

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Indicate certification(s) below.

State of California Certifications:

- ☐ Small Business (SB) – Certificate # _____
☐ Micro Business (MB) – Certificate # _____
☐ Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____
☒ Disabled Veteran Business Enterprise (DVBE) – Certificate # 1798645

U.S. Department of Veterans Affairs Certifications:

- ☐ Veteran-Owned Small Business (VOSB) – Certificate # _____
☒ Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # DUVS: 07980768

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Pricing Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)	ADJUSTED PRICE subtract Box 2 from Box 1
Box 1 \$ <u>959,424</u>	Box 2 \$ <u>47,971.20</u>	\$ <u>911,452.80</u>

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the pricing schedule shall prevail, and a corrected Price Adjustment shall be used.

COMPANY:

BSE Security Service

REPRESENTATIVE
NAME:

Marlon Blue

REPRESENTATIVE
EMAIL:

m.blue@BSEsecurityservice.com

REPRESENTATIVE
PHONE NUMBER:

619-368-3119



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

3/2/2021
In Reply Refer To: 00VE

Mr. Marlon C. Blue
BSE Security Service, Inc
DUNS: 079807687
10765 Woodside Avenue, Suite E
Santee, CA 92071

Dear Mr. Blue:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that BSE Security Service, Inc has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. BSE Security Service, Inc will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This determination does not impact the dates of your current period of eligibility. Please retain a copy of this letter to confirm BSE Security Service, Inc's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote BSE Security Service, Inc's verified status, you may use the following link to download the logo for use on marketing materials and business cards:

https://www.va.gov/OSDBU/docs/cve_completed_s.jpg

To ensure that BSE Security Service, Inc is correctly listed in the Vendor Information Pages, check BSE Security Service, Inc's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that BSE Security Service, Inc is presently, as of the issuance of this notice, in compliance with the regulation, BSE Security Service, Inc must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*



Office of Small Business & DVBE Services

Certification ID: 1798645

Legal Business Name:

BSE SECURITY SERVICE INC

Doing Business As (DBA) Name 1:

BSE SECURITY SERVICE INC

Doing Business As (DBA) Name 2:

Address:

10765 Woodside Ave

Suite E

Santee

CA 92071

Email Address:

m.blue@bsesecurityservice.com

Business Web Page:

<http://www.bsesecurityservice.com/>

Business Phone Number:

619/368-3119

Business Fax Number:

Business Types:

Service

Certification Type	Status	From	To
DVBE	Approved	09/11/2019	09/30/2021
SB(Micro)	Approved	09/11/2019	09/30/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

City of Santee

10601 Magnolia Avenue ♦ Santee, CA 92071
(619) 258-4100 EXT 146

www.cityofsantee.ca.gov

Issued Date: 9/1/2020
Expiration Date: 8/31/2021

Business License

Limitations:

- Valid only for operations conducted in accordance with City of Santee Municipal Code, including any and all amendments thereto
- Must be displayed in public view
- Not transferable to other persons or location
- Not an endorsement by the City of Santee

BSE SECURITY SERVICE INC
7777 ALVARADO RD, 406B
LA MESA, CA 91942

License #: B-021249
BUSINESS LICENSE IN CITY
Security Training - Live Scan Services

Business Name:
BSE SECURITY SERVICE INC
Business Address:
10765 WOODSIDE AVE, E


ISSUING OFFICER

NON-TRANSFERABLE ♦ POST IN A CONSPICUOUS PLACE ♦ NON-TRANSFERABLE

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B2015006685

Business Name: BLUE SKY ENTERPRISE
Business Owner: BSE SECURITY SERVICE INC
Business Address: 10765 WOODSIDE AVE #E &B
SANTEE CA 92071-8103

BLUE SKY ENTERPRISE
10765 WOODSIDE AVE #E &B
SANTEE CA 92071-8103

Primary
Business Activity: OTH SCIENTIFIC & TECHNICAL CONSULTING
SERVICE

Secondary
Business Activity:

Effective Date: 02/01/2021
Expiration Date: 01/31/2022

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Next

Bid

SECTION A
COUNTY OF SAN DIEGO
REQUEST FOR BID
THIS IS NOT AN ORDER

Date Issued 3/5/2021
RFB No. 10807

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING AND CONTRACTING
COUNTY OF SAN DIEGO, RFB NO. 10807
5560 OVERLAND AVE, STE 270
SAN DIEGO, CA 92123-1204

|| FOR INFORMATION, PLEASE CALL
|| NICKY LITHGOW, 858-505-6374
|| NICKY.LITHGOW@SDCOUNTY.CA.GOV

|| BID OPENING DATE: MARCH 15, 2021

|| Bids must be received at the
|| upper left address prior to 11:00 A.M. PST
|| on the date of the Bid Opening.

AWARD: WILL BE MADE TO THE LOWEST
RESPONSIVE RESPONSIBLE BIDDER
BASED ON:
[] ALL OR NONE [] EACH LOT
[X] TOTAL PRICE [] EACH ITEM
[] OTHER (SEE PRICING SCHEDULE)

|| PLEASE STATE YOUR LOWEST PRICE,
|| F.O.B. DESTINATION AND
|| BRAND NAME OR TRADE NAME
|| IF APPLICABLE.

|| (PLEASE USE TYPEWRITER OR BLACK INK)
|| Envelope must include RFB No. 10807

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), SHERIFF'S DEPARTMENT HAS A REQUIREMENT FOR SECURITY GUARD SERVICES IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN.

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE/RESPONSIBLE SUPPLIER BASED ON A FIFTEEN MONTH BASE PERIOD PLUS FOUR (4) ONE YEAR OPTION PERIODS. PRICE EACH LINE ITEM AND ALL TERM PERIODS TO BE CONSIDERED RESPONSIVE. PRICING MUST REMAIN FIRM FIXED FOR ALL TERM PERIODS.

BASE TERM PERIOD: APRIL 1, 2021 THROUGH JUNE 30, 2022
1ST OPTION PERIOD: JULY 1, 2022 THROUGH JUNE 30, 2023
2ND OPTION PERIOD: JULY 1, 2023 THROUGH JUNE 30, 2024
3RD OPTION PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2025
4TH OPTION PERIOD: JULY 1, 2025 THROUGH JUNE 30, 2026

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFB SHALL BE REQUESTED IN WRITING PRIOR TO 5:00 P.M. PST ON WEDNESDAY, MARCH 10, 2021. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED.

ARE YOU ABLE TO COMPLY WITH ALL ITEMS SPECIFIED WITHIN THE SCOPE OF WORK: YES ☒ NO ☐

Bidder acknowledges Addendum No. 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒

SUBJECT TO ACCEPTANCE WITHIN [5] DAYS | PAYMENT TERMS NET 30 OR - % - day

NAME AND ADDRESS OF BIDDER (Type or Print) | NAME AND TITLE OF PERSON AUTHORIZED
TO SIGN OFFER:

Street, City, State, Zip | MATTHEW JOHNSON
2204 GARNUT AVE. SAN DIEGO, CA 92109 | ACCOUNT MANAGER

Suite 200

Telephone: (858) 228-7652

Fax Number ()

SIGNATURE M. Johnson

OFFEROR DATE 15-MAR-2021

NOTIFICATION OF AWARD
(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO

BY: DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

TABLE OF CONTENTS

SECTION A REQUEST FOR BID AND GENERAL INFORMATION

1. <u>REQUEST FOR BID</u>	A-1
2. <u>TABLE OF CONTENTS</u>	A-2
3. <u>REPRESENTATIONS AND CERTIFICATIONS</u>	A-4
4. <u>NONDISCLOSURE INDEMNIFICATION AGREEMENT</u>	A-5
5. <u>STATEMENT OF WORK</u>	A-6
6. <u>PRICE SCHEDULE</u>	A-10
7. <u>PUBLIC AGENCY PARTICIPATION</u>	A-12
8. <u>COUNTY CONTRACTOR PARTICIPATION (JULY 2008)</u>	A-12
9. <u>AUTOMATIC CONTRACT RENEWAL</u>	A-12
10. <u>CALIFORNIA REVENUE AND TAXATION CODE SECTION</u>	A-12
11. <u>FRANCHISE TAX BOARD WEBSITES</u>	A-12

SECTION B INSTRUCTIONS FOR COMPLETING REQUEST FOR BIDS

1. <u>PRICING YOUR BID</u>	B-1
2. <u>SUBMITTING YOUR BID</u>	B-1
3. <u>EVALUATION AND AWARD</u>	B-2
4. <u>PROTEST PROCEDURES</u>	B-2
5. <u>LOCAL BUSINESS PREFERENCE</u>	B-2

SECTION C STANDARD TERMS AND CONDITIONS

1. <u>DEFINITIONS</u>	C-
2. <u>DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION ENCOURAGED</u>	C-
3. <u>ASSIGNMENT OF RIGHTS, TITLE AND INTEREST</u>	C-
4. <u>CAL OSHA</u>	C-
5. <u>FORMAL BIDS</u>	C-
6. <u>DELIVERY</u>	C-
7. <u>INSPECTION</u>	C-
8. <u>TERMINATION FOR DEFAULT</u>	C-
9. <u>TERMINATION FOR CONVENIENCE</u>	C-
10. <u>TITLE</u>	C-
11. <u>VARIATIONS IN SPECIFICATIONS</u>	C-
12. <u>HAZARDOUS SUBSTANCES</u>	C-
13. <u>PROHIBITED CONTRACTS</u>	C-
14. <u>ESTIMATED QUANTITIES</u>	C-
15. <u>AVAILABILITY OF FUNDING</u>	C-
16. <u>INSPECTION OF SERVICE/MATERIALS/SUPPLIES</u>	C-
17. <u>DUTY TO INQUIRE</u>	C-
18. <u>DISPUTES</u>	C-
19. <u>CHANGES</u>	C-
20. <u>ASSIGNABILITY</u>	C-
21. <u>INDEMNITY</u>	C-
22. <u>CONDUCT OF CONTRACTOR</u>	C-
23. <u>DISALLOWANCE</u>	C-
24. <u>GOVERNING LAW</u>	C-
25. <u>AUDIT AND INSPECTION OF RECORDS</u>	C-
26. <u>PATENT AND COPYRIGHT INFRINGEMENT</u>	C-
27. <u>CONTRACTOR REPRESENTATION</u>	C-
28. <u>WARRANTY</u>	C-
29. <u>INSURANCE</u>	C-
30. <u>PERMITS, NOTICES, FEES AND LAWS</u>	C-
31. <u>AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH</u>	C-

32.	<u>FINDINGS CONFIDENTIAL</u>	C-
33.	<u>PUBLICATION, REPRODUCTION AND USE OF MATERIAL</u>	C-
34.	<u>NOTICE</u>	C-
35.	<u>PRODUCT IDENTIFICATION AND LABELING</u>	C-
36.	<u>DRUG & ALCOHOL FREE WORKPLACE</u>	C-
37.	<u>ORDERING</u>	C-
38.	<u>ORDERING WITH BLANKET PURCHASE AGREEMENT</u>	C-
39.	<u>INVOICES</u>	C-
40.	<u>PAYMENTS AND INVOICES</u>	C-
41.	<u>ACCEPTANCE OF COUNTY CREDIT CARD FOR PAYMENT</u>	C-
42.	<u>PRICE ADJUSTMENT, MANUFACTURER'S INCREASES</u>	C-
43.	<u>FLAMMABILITY AND TOXICITY</u>	C-
44.	<u>RECYCLED PRODUCTS SOLICITED</u>	C-
45.	<u>BRAND NAME OR EQUAL</u>	C-
46.	<u>CONTRACT ADMINISTRATION</u>	C-
47.	<u>CONTRACT PROGRESS MEETING</u>	C-
48.	<u>INDEPENDENT CONTRACTOR</u>	C-
49.	<u>SUBCONTRACT FOR WORK OR SERVICES</u>	C-
50.	<u>INTEREST OF CONTRACTOR</u>	C-
51.	<u>PERFORMANCE AND PAYMENT BONDS</u>	C-
52.	<u>ADDITIONAL BOND SECURITY</u>	C-
53.	<u>LICENSING</u>	C-
54.	<u>DAMAGES FOR DELAY AND TIME EXTENSION</u>	C-
55.	<u>CONTRACT EXTENSION OPTION</u>	C-
56.	<u>ANNUAL PRICE ADJUSTMENTS</u>	C-
57.	<u>PERSONNEL ASSIGNMENT AND REASSIGNMENT</u>	C-
58.	<u>RIGHT TO ACQUIRE EQUIPMENT AND SERVICES</u>	C-
59.	<u>SEVERABILITY</u>	C-
60.	<u>LIMITATION OF FUTURE CONTRACTS</u>	C-
61.	<u>PREVAILING WAGES</u>	C-
62.	<u>PAYROLL RECORDS</u>	C-
63.	<u>SUBCONTRACTING</u>	C-

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☒ For-profit ☐ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

3.2. Are you certified by the State of California as a:
☐ Disabled Veteran Business Enterprise(DVBE)
Certification #: _____

☐ Small Business Enterprise (SBE)

Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

☐ Veteran Owned Small Business (VOSB)

Certification # _____

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4. Are proposed for debarment by any state, local, or federal department or agency.

4.2.5. If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes ☐

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes ☐

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: MATTHEW JOHNSON

Signature: M. Johnson

Title: ACCOUNT MANAGER

Date: 15-MAR-2021

Company/Organization: GUARDIAN INTEGRATION SECURITY

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

COUNTY OF SAN DIEGO
NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST 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 Company/Organization Name: _____
("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*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Signature: _____

Date: _____

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE) through DVBE Subcontractor Participation goals. County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. The County DVBE program recognizes the State of California DVBE certification, which may be found at <http://www.pd.dgs.ca.gov>.

For this solicitation:

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES UP TO \$1 MILLION, GOODS OF ANY VALUE, EXEMPT FROM DVBE, OR WAIVED BY DIRECTOR]

DVBE Subcontractor Participation Requirements are not applicable. Bidder/Offeror (Offeror) does not need to submit DVBE documentation with its submittal.

[OR]

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES OVER \$1 MILLION]

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVBE Subcontractor Participation Plan.

[OR]

[USE THIS CLAUSE FOR ID/IQ/TASK ORDER PROCUREMENTS]

In the case of indefinite delivery/indefinite quantity Contracts, DVBE Subcontractor Participation Requirements shall be applied at the time of task order issuance based on the value of the individual task order. DVBE forms for the documentation required for individual task orders resulting from Contract award are contained within this solicitation.

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal for each task order where the value of services exceeds \$1 million in annual value, or must show a good faith effort to do so. Offeror does not need to submit documentation with its submittal, but must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan for each task order prior to issuance of each such task order. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort regardless of utilization calculated on the DVBE Subcontractor Participation Plan. Failure of the Offeror to comply with any task order DVBE requirement may adversely impact the potential for the Offeror to receive any further work under the contract.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offeree's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section
Offeror:
Offeror's Representative:

[DELETE THE FOLLOWING TABLE IF PROCUREMENT IS NOT ID/IQ]

Job/Task Orders (to be completed at time of job/task order)	
Project Title:	
Project/Activity No.:	
Bid/Proposal No.:	Bid/Proposal Date:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)	
Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:	
<input type="checkbox"/>	Government Agency
<input type="checkbox"/>	Nonprofit Organization
<input type="checkbox"/>	Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California SBE Certification #: _____
<input type="checkbox"/>	Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California Certification #: _____ <input type="checkbox"/> VOSB - U.S. VA Certification #: _____ <input type="checkbox"/> SDVOSB - U.S. VA Certification #: _____

DVBE Compliance (complete if Offeror claimed no exemption above)	
<input type="checkbox"/>	Offeror will self-perform 100% of the services.
<input type="checkbox"/>	Complete and attach DVBE Subcontractor Participation Plan
<input type="checkbox"/>	Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION PLAN

Offeror: _____ Offeror Representative: _____

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER AND CERTIFICATION NUMBER OF CERTIFIED DVBE TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVBE
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVBE			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{____\%}$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

- A. List potential DVBEs** that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVBE Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) Nature of work/supplies/services offered that are not accepted, (3) Dollar amounts of the DVBEs bids/proposals not accepted, (4) Subcontractors and/or suppliers that will be used instead of the DVBEs, (5) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (6) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Proposal Amount Accepted (5)	Reason Not Accepted (6)

Sheet ____ of ____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

1. OVERVIEW.

- 1.1. The San Diego County Sheriff's (Sheriff) Department is seeking quotations from qualified vendors to provide "Contract Security Officers" to guard the Hall of Justice (HOJ) parking structure. The guards must be armed off duty or retired peace officers as described in CA Penal Code 830.1(a).

2. REQUIREMENTS.

- 2.1. The Contractor shall maintain an office within the County of San Diego, staffed 24 hours per day. Staffing will be by supervisory personnel with authority to implement any special requirements as they arise.
- 2.2. The Contractor shall meet all State, City, and County requirements for licensing of a security guard company and comply with all of the state labor requirements.
- 2.3. The Contractor shall provide armed off duty or retired peace officers to provide security services at County posts as listed in 16. Location. Guards are to be equipped and uniformed in accordance with the Post Orders.
- 2.4. All post schedules are subject to change, as directed by the Contracting Officer's Representative (COR).
- 2.5. In the performance of their duties, the Contractor shall document and submit written reports of all post activity daily and incidents when they occur. All security incidents will be reported via telephone or radio. Requests for emergency services must be coordinated through 911 or Sheriff's Emergency Communications Station "M" at (858) 565-5255.
- 2.6. Guard logs, payroll logs, and time on/off sheets are to be delivered as directed by Post Orders.
- 2.7. Incidents such as, fire, theft, vandalism and accidents shall be reported immediately to the Sheriff's Department, with investigation and follow-up reports to be filed with the COR the following business day.
- 2.8. Guard service is to respond to Court Services Bureau (CSB) requests and will have supervisory personnel on-call and ready to be at the HOJ within a 30-minute period.
- 2.9. Guard services shall provide observational security only. It is not expected nor envisioned that a guard should place themselves in harm's way while in the performance of assigned duties.
- 2.10. The Contractor shall have a supervisor conduct a post check at least once per shift. This check shall be logged in the daily security log.
- 2.11. The guard will submit daily security logs, security incident reports, irregularity reports and other reports as may be required to the CSB within one hour after a guard shift has been completed. Under no circumstances should the guard remove any of the above from the post.
- 2.12. The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The Quality Control Plan shall become a part of the final contract and any subsequent alterations of the plan shall require the COR's approval.
- 2.13. The Contractor shall describe and provide their use of electronic technology in the monitoring and support of on-site guards by using GPS, wireless communication devices, web-

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

based and related technology to support real time access and reporting in this contract.

3. ITEMS TO BE PROVIDED BY THE CONTRACTOR.

- 3.1. Guard uniforms for post standees with jackets, coats, hats, or raingear properly marked so it is easily recognizable while standing at post in such attire.
- 3.2. Guard logs, loose-leaf post and supervisor's records and necessary phone numbers.
- 3.3. Binders for guard logs and forms and black ink ballpoint pens.
- 3.4. Access control sign in forms.
- 3.5. Flashlights and clipboards for all sites to include operational metal three cell flashlight with one additional set of fresh batteries and bulbs.
- 3.6. Cellular phones.
- 3.7. Guard Post Orders.
- 3.8. Proper Keys (as appropriate).
- 3.9. Guard will be responsible for parking his or her own vehicle. The guard may not park in the HOJ parking structure.

4. EQUIPMENT PROVIDED BY THE COUNTY.

- 4.1. Building keys or access cards as needed.
- 4.2. One land line phone from State Street entrance guard post.
- 4.3. Building security codes for guard to perform County defined guard service duties.
- 4.4. County ID Card for identification.
- 4.5. Radio provided by the CSB for communication with deputies.
- 4.6. Other equipment as deemed necessary for proper monitoring or completion of security requirements.
- 4.7. **Note:** Equipment provided by the County to the Contractor shall be kept in proper working order at all times during the term of the County Contract. All repairs or replacement of any equipment must be coordinated with the COR or CSB deputies. Negligent or willful damage to County-owned property will result in the County assessing the Contractor the actual cost for repair or replacement of equipment. Costs will be deducted from the monthly invoice covering the period of time damage or repair of equipment occurred.

**5. SECURITY GUARD QUALIFICATIONS +
REQUIREMENTS.**

Minimum Standards for Contract Guards:

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

- 5.1. Guard shall be armed with firearm at all times. Each guard shall be authorized to carry the firearm that he or she is qualified on.
- 5.2. POST certified sworn peace officer as described in CA Penal Code 830.1(a).
- 5.3. Valid permanent California Guard Card.
- 5.4. Minimum age is 21 years old.
- 5.5. At least a High School Graduate or GED equivalent.
- 5.6. Shall be able to articulate and write English clearly.
- 5.7. Shall possess a valid California Driver's License or California Identification Card.
- 5.8. Be in good health (physically and mentally fit).
- 5.9. Contractor(s) shall provide in writing to the COR the following information on each guard and supervisor to be assigned:
 - 5.9.1. Full Legal Name (including maiden name)
 - 5.9.2. Date of Birth
 - 5.9.3. Social Security Card
 - 5.9.4. Home Address and Telephone Number
 - 5.9.5. Copies of California Driver's License or California Identification Card
 - 5.9.6. Consumer Affairs Guard Card
- 5.10. All guards assigned shall be:
 - 5.10.1. Awake and alert
 - 5.10.2. Punctual
 - 5.10.3. Neat, clean and well-groomed appearance
 - 5.10.4. Not under the influence of drugs or alcohol
 - 5.10.5. Fluent in English (both written and spoken)
 - 5.10.6. Able to perform required duties
 - 5.10.7. Uniform shall be clean, pressed and shoes shall be shined
- 5.11. All guards assigned shall not:
 - 5.11.1. Conduct other company or personal business while assigned to a post.
 - 5.11.2. Engage in activities that would otherwise distract them from their duties. This will include but not belimited to: reading books, magazines, or other activity which interferes

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

with the performance of the duties of the guard.

5.12. All staff assigned by the Contractor to perform under this contract shall be deemed acceptable to the COR upon determination of acceptability. Determination of acceptability will be based on the following:

- 5.12.1. Successful completion of a reference check from the law enforcement agency currently employing the guard.
- 5.12.2. If retired, shall successfully complete a County background clearance, periodic review of performance, work history and suitability to do the job, and possession of all required information and documents (as stated in 5.13) The Contractor will be responsible for any cost adjustments to the Background clearance process during the term of the contract.
- 5.12.3. The Contractor shall be responsible for the costs of identification cards and or access cards.
Cost is
\$15.00 per employee. The fee may be paid with cash or a check made payable to
Department of General Services at the time of issue.

5.13. The Contractor shall insure each of the Supervisory Patrol Officers meet the minimum qualifications:

- 5.13.1. Four years of Private Security, Law Enforcement, or relevant military experience
- 5.13.2. Valid Driver's License
- 5.13.3. Consumer Affairs Guard Card

6. TRAINING.

6.1. Initial training by a CSB deputy for 1-3 shifts will be provided. After that time, it will be the responsibility of the Contractor to train new guards.

6.2. The Contractor shall provide a minimum of eight (8) hours of on-site training for each new guard. These training hours shall be in addition to the required guard hours for the post and shall not be billed to the County.

6.3. Additional training shall include but not limited to:

- 6.3.1. Fire alarm training, monitoring, and reporting.
- 6.3.2. Intrusion alarm operation.
- 6.3.3. Life Safety procedures.
- 6.3.4. Report writing.
- 6.3.5. Incident response.
- 6.3.6. Use of alarm related computers and monitoring systems.
- 6.3.7. Use of fire extinguishers.

6.4. The Contractor shall provide the COR written notice of training completion for each new guard.

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

7. SUPERVISION.

- 7.1. The Contractor shall have a 24-hour supervisor with the authority to contractually bind the Contractor in scope and administrative matters, which may arise during the contract period. The Contractor shall provide, in writing to the COR, a statement indicating the authority vested in the supervisor. The supervisor shall direct, schedule and coordinate all security guards and their functions to completely accomplish the work as required by the specifications of this contract. The supervisor shall be responsible for discipline and conduct of all guard staff. He/She will be available by cellular phone for consultation. Supervisory Patrol Officers provided in this contract will be at the Contractor's expense.

8. OBJECTIVE REQUIREMENTS.

- 8.1. Contractor shall ensure 100% site coverage.
- 8.2. All breaks and lunches must be covered by the contractor with a guard who meets the same qualifications as required by this contract.

9. POST ORDERS.

- 9.1. The Contractor shall write and maintain Post Orders from information and guidelines supplied by the COR.
- 9.2. The Post Orders shall be reviewed by the Contractor and CSB deputies. Upon approval, a copy of the Post Orders shall be filed with the COR within thirty (30) days of receipt of notice to proceed. A copy of the approved Post Orders shall be maintained at each post to which they apply. Changes to Post Orders must be approved by the COR before implementation.

10. HOLIDAY SERVICES.

- 10.1. The CSB will require Monday through Friday coverage at the Hall of Justice including all holidays except when CSB informs Contractor otherwise.
- 10.2. The Contractor shall only be reimbursed at the hourly rate submitted on the price schedule. All differentials, including shift and holidays shall be included in the hourly bid rate along with the cost of all equipment and supplies needed to perform guard services.

11. ADDITIONAL REQUIREMENTS.

- 11.1. Due to difficulty in assessing the actual monetary value to the County for those services that the Contractor fails to provide, the following schedule of assessments are agreed to by all parties:
 - 11.1.1. Guard services provided by Guards not in possession of Permanent Guard Card and/or without County security clearance is not in conformance with County specifications and therefore has no value.
 - 11.1.2. Guards providing service shall have in their possession and shall provide upon request, documentation showing their Permanent Guard Card and completion of required

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

training.

- 11.2. The Contractor's failure to consistently provide guards that meet the requirements will result in the Contractor being terminated for default.
- 11.3. A dollar rate per hour or portion thereof, based on the contract hourly rate, will be deducted from the invoice when a guard fails to perform duties in accordance with Post Orders, fails to have a Permanent Guard Card on his person, fails to have proper security clearances, or when assigned post is unattended.
- 11.4. Failure to provide services in accordance with this solicitation may result in the County assessing damages under the Inspection of Services clause. In the event the Contractor receives payment for services under this contract that is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.
- 11.5. The Contractor shall receive advance written notice of specific damages being assessed. The COR will provide this notice. These assessed damages will be deducted from the current unpaid monthly invoice.

12. STAFF REQUIREMENTS.

- 12.1. The Contract services shall be on call 24 hours per day, every day of the year.
- 12.2. Guards will be in full-authorized company uniforms at all times while on duty. The uniform must meet the approval of the COR.
- 12.3. The Contractor shall be paid based on hours worked by each guard.
- 12.4. The Contractor shall provide at least one on-duty supervisor per shift, 24 hours per day, every day of the year. Supervisors provided on this contract will be at the Contractor's expense.
- 12.5. The supervisor must be able to supervise contract personnel on site as well as immediately take custody until the arrival of a regular guard. Contractor's supervisors will sign in and out of each post and verify the security of the site, making a notation in the log to that effect. It will be the responsibility of the Contractor's supervisor to verify all key sets at the beginning and at the end of each shift.
- 12.6. Meetings will be held on an as needed basis at the request of contractual party to ensure efficiency, coordination, and communication between all concerned parties. Required attendance at these meetings will be the Contractor, the COR, or their representatives, and any other concerned parties.

13. ROUTINE DUTIES.

- 13.1. The guard shall not leave the post unattended at any time except when directed by the CSB or the COR. It is the responsibility of the Contractor to provide relief personnel for meals and breaks.
- 13.2. If a guard needs to leave their post, a request will be made and the Guard Supervisor is to provide relief for the requesting guard.

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

13.3. Guards are not to conduct personal business while on duty, including having visitors.

14. ADDITIONAL DUTIES.

14.1. Guards may be required to perform additional duties at various facilities, including:

- 14.1.1. Raise and lower flags.
- 14.1.2. Close and lock doors and gates.
- 14.1.3. Close and lock doors of vehicles/County equipment.
- 14.1.4. Patrol interior and exterior facilities (sign in/out sheets, verify identifications, etc.).
- 14.1.5. Monitor and record readings of various meters.
- 14.1.6. Be able to enact emergency evacuation procedures.
- 14.1.7. Monitor street lighting.
- 14.1.8. Maintain crowd control.
- 14.1.9. News media escorting as required.
- 14.1.10. Services shall be provided at the same hourly rates set forth in the Pricing Schedule Exhibit.

15. TRAVEL.

- 15.1. Travel time to and from the Contractor's facility and guard sites shall be at the Contractor's expense.
Parking fees, if any are also at the Contractor's expense.
- 15.2. All mileage costs associated with performing on this contract shall be at the Contractor's expense.

16. LOCATION

Hall of Justice
330 West Broadway
San Diego, California 92101

17. PARKING SPACE ALLOCATION

- 17.1. Underground parking consists of 104,550 square feet
- 17.2. San Diego Sheriff's Department – 12 spaces
- 17.3. Department of Child Support Services – 53 spaces
- 17.4. County Counsel – 4 spaces

COUNTY OF SAN DIEGO
RFB #10807
SECURITY GUARD SERVICES
STATEMENT OF WORK

17.5. Superior Court – 165 spaces

17.6. District Attorney's – 183 spaces

17.7. Probation – 17 spaces

Hours are as follows: Monday thru Friday 0600 hours to 1800 hours, which include all holidays except when notified.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, 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 Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions)
- E. Property, Bailees form, covering Personal Property of Others in their Care, Custody and Control, including in transit.
- F. Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. 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.
- D. Professional Liability (Errors & Omissions): \$5,000,000 per occurrence or claim with an aggregate limit of not less than \$5,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Property, Bailees form: \$300,000 limit, All Risk Perils, excluding earthquake.
- F. Fidelity: \$500,000

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any 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 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 Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

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

A. Additional Insured Endorsement

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 are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO form CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 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, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. 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

5. 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.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

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

Contractor'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 Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, 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 Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor 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.

10. Self-Insurance

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

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

COUNTY OF SAN DIEGO RFB
#10807
SECURITY GUARD SERVICES
PRICING SCHEDULE

TERM	MEASURE OF UNIT	ESTIMATED QUANTITY	UNIT PRICE PER HOUR	EXTENDED PRICE
Initial Term (15 months): 4/1/2021 thru 6/30/2022	Per Hour of Work	3,945	\$ 75.00	\$ 295,875.00
1 st Option Year: 7/1/2022 thru 6/30/2023	Per Hour of Work	3,156	\$ 75.00	\$ 239,625.00
2 nd Option Year: 7/1/2023 thru 6/30/2024	Per Hour of Work	3,156	\$ 70.00	\$ 220,920.00
3 rd Option Year: 7/1/2024 thru 6/30/2025	Per Hour of Work	3,156	\$ 70.00	\$ 220,920.00
4 th Option Year: 7/1/2025 thru 6/30/2026	Per Hour of Work	3,156	\$ 70.00	\$ 220,920.00
Up to Six one-month Options: 7/1/2026 thru 12/31/2026	Per Hour of Work	1,578	\$ 70.00	\$ 110,460
TOTAL:				\$ 1,308,720.00

PRICING SCHEDULE NOTES:

- The hourly rates shall apply for additional armed security guard services at the Hall of Justice parking structure that may be required by the County of San Diego Sheriff's Department.
- The "EXTENDED PRICE" listed above is a projection based on estimated hours and is not binding on the County. "ESTIMATED QUANTITIES" are based on current regularly scheduled and anticipated requirements. These estimates may vary based on facility needs. Year-end variance in total hours shall not constitute reason for unit price renegotiation. Unit pricing shall be fixed in all years, including the Option Years and the "Up to Six one-month Options." Pricing shall not be based solely on the above estimated hours. Contractor shall have read the full Statement of Work in this RFB and considered all possible factors in determining the "UNIT PRICE" and all "EXTENDED PRICES" for the "GRAND TOTAL" correctly. Actual requested hours by the County may vary. Payments will be made on a per unit basis, using the "UNIT PRICE" contained in this Exhibit C – Pricing Schedule and upon actual completion of hours as described in this Exhibit and Exhibit A – Statement of Work.

COMPANY:

GUARDIAN INTEGRATED SECURITY

REPRESENTATIVE NAME:

MATTHEW JOHNSON

REPRESENTATIVE EMAIL:

MATTHEW @ AIGUARDS.COM

REPRESENTATIVE PHONE:

(858) 228-7652

**COUNTY OF SAN DIEGO
PREFERRED VENDOR ADJUSTED PRICING**

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section B, LOCAL BUSINESS PREFERENCE of the RFB Instructions. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.
☐ Headquarters ☐ Other location providing the same or similar services

Address _____

City _____ State _____ Zip _____

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Indicate certification(s) below.

State of California Certifications:

- ☐ Small Business (SB) – Certificate # _____
☐ Micro Business (MB) – Certificate # _____
☐ Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____
☐ Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

U.S. Department of Veterans Affairs Certifications:

- ☐ Veteran-Owned Small Business (VOSB) – Certificate # _____
☐ Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Pricing Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)	ADJUSTED PRICE subtract Box 2 from Box 1
Box 1 \$ _____	Box 2 \$ _____	\$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the pricing schedule shall prevail, and a corrected Price Adjustment shall be used.

COMPANY: _____

REPRESENTATIVE
NAME: _____

REPRESENTATIVE
EMAIL: _____

REPRESENTATIVE
PHONE NUMBER: _____

**COUNTY OF SAN DIEGO
SECTION A**

PUBLIC AGENCY PARTICIPATION (July 2008)

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political subdivision or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

COUNTY CONTRACTOR PARTICIPATION (July 2008)

It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

AUTOMATIC CONTRACT RENEWAL

Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year. Term not to exceed December 31, 2023.

WINNING AWARD WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662.

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

FRANCHISE TAX BOARD WEBSITES:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

COUNTY OF SAN DIEGO
SECTION B
INSTRUCTIONS FOR COMPLETING REQUEST FOR BID AND PRE-AWARD REQUIREMENTS

1. PRICING YOUR BID

- 1.1 Bid on each item separately. Prices should be stated per unit(s) specified herein.
- 1.2 Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
- 1.3 Unless otherwise specified, prices bid herein should **NOT** include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a **separate item** on invoices. The County is exempt from payment of Federal excise tax. It must **NOT** be included in invoices.
- 1.4 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the bid.
- 1.5 Discounts of less than thirty- (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.
- 1.6 Net terms of less than 30 days will not be accepted.

2. SUBMITTING YOUR BID

- 2.1 The County will be temporarily changing procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 virus. **Bids will not be accepted by personal delivery.** Bids submittals by email and other means will be accepted for this RFB, and are subject to the following requirements:
 - 2.1.1 For Bid Submission through BuyNet: This RFB is posted on the BuyNet site with a solicitation type of RFP, to allow for the submission of electronic bids through BuyNet. Bids for this RFB shall be submitted by electronic upload through BuyNet, in the following manner:
 - Offerors shall respond to the solicitation by electronic file upload to BuyNet.
 - Submit as PDFs with scanned signatures; or
 - Submit in original format (e.g. Microsoft Word) with pictures of signature pages. Please use this method only if unable to submit the bid in PDF form.
 - 2.1.2 For Bid Submission via email:
 - Email bids to: cosd_procurement@sdcounty.ca.gov
 - Include in "Subject Line" the following:
 - RFB Number
 - RFB Title
 - Offeror Company/Firm Name
 - Example: "RFB #123456 – Bid for New Building; Acme Construction Company"
 - Submit Documents as follows:
 - Submit as PDFs with scanned signatures; or
 - Submit in original format (e.g. Microsoft Word) with pictures of signature pages. Please use this method only if unable to submit the bid in PDF form.
 - Size of Submission: Emails exceeding 15 megabytes may be automatically rejected by the County's email system. Where possible, submit as one email. If, however, an offeror is unable to meet the submission size limitation, it may submit two or more emails. Please include in the "Subject" line of each email the above-referenced information and which number email it is in the series of emails submitted (e.g. 1 of 3, 2 of 3, 3 of 3).
 - Timeliness of bids received by email will be evaluated by the email date/time received in the recipient's email inbox. The County will attempt to confirm bids received by email. If you do not receive a confirmation, please confirm receipt by calling the front desk at (858) 505-6367. It is the Offeror's

COUNTY OF SAN DIEGO
SECTION B
INSTRUCTIONS FOR COMPLETING REQUEST FOR BID AND PRE-AWARD REQUIREMENTS

responsibility to ensure receipt of bids submitted. Allow additional time for transmission, receipt, and confirmation.

2.1.3 For Bid submission by mail: Each bid must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be mailed to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), 5560 Overland Avenue, Suite 270, San Diego, California 92123, by 11:00 a.m. on the day specified.

- The County will conduct bid openings through a video feed using the WebEx platform instead of in person attendance. Bid abstracts will be posted to BuyNet after bid opening. The virtual bid opening for this bid is: <https://sdcountyca.webex.com/sdcountyca/j.php?MTID=m40ab756a8c450531c56ea7de20e5c891> If a password is required please use cosd_bidopening. You can also join by phone by calling: 1-470-238-5742 and use access code: 177 120 2660
- The County's decision about the timeliness or responsiveness of any electronically submitted bid shall be final,

- and the County reserves the right to waive or not waive any defect or non-conformance.

Additional COVID-19 procurement information is available at:

https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html

2.2

Failure to bid on authorized County form may be cause for rejection of bid.

2.3

Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.

2.4

Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.

2.5

The County's primary means of providing bids and addenda is the County BuyNet Internet website: <https://buynet.sdcounty.ca.gov/>

2.6

No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the County Director of Purchasing and Contracting prior to bid opening and a written response will be posted on the County BuyNet website.

2.7

Any vendor desiring to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County of San Diego, Director of Purchasing and Contracting, within 24 hours after bid opening.

2.8

Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid specifically indicates alternate specifications will be considered.

2.9

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

2.10

All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. EVALUATION AND AWARD

3.1 Bids are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the County.

3.2 In determining the lowest bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.

COUNTY OF SAN DIEGO
SECTION B
INSTRUCTIONS FOR COMPLETING REQUEST FOR BID AND PRE-AWARD REQUIREMENTS

- 3.3 Award will be made by the Department of Purchasing and Contracting as stated on the cover/pricing page to the lowest responsive, responsible bidder.
- 3.4 The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- 3.5 The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
- 3.6 In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
- 3.7 The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

4. PROTEST PROCEDURES

Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made **prior** to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

For purposes of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).

Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's Internet website: <http://www.co.san-diego.ca.us/cob/policy/index.html>

5. LOCAL BUSINESS PREFERENCE

In accordance with Section 405 of the San Diego County Code of Administrative Ordinances, five percent (5%) or fifty thousand dollars (\$50,000), whichever is less ("Price Adjustment"), shall be subtracted from the bid price of any Preferred Vendor (a Local Business that is also a Veteran Owned Business, Disabled Veteran Business, or Small Business) being evaluated for award ("Adjusted Price"). A Preferred Vendor's Adjusted Price shall be the basis for award to the lowest responsible bidder. In the event that one Preferred Vendor is involved in a tie for the lowest responsible bidder, the Preferred Vendor shall be awarded the contract. In the event that more than one Preferred Vendor is involved in a tie for the lowest responsible bidder, the County shall randomly select among those Preferred Vendors for contract award.

If a contract is awarded to a Preferred Vendor, it shall be awarded at the unadjusted bid price. For example, a Preferred Vendor submitting a bid for \$100,000 would be evaluated as if the bid price was \$95,000. If based on the Adjusted Price, the Preferred Vendor is the lowest responsible bidder, the Preferred Vendor would be awarded the contract at the unadjusted price of \$100,000.

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GUARDIAN INTEGRATED SECURITY, INC.

2 Business name/disregarded entity name, if different from above
GUARDIAN INTEGRATED SECURITY dba SAN DIEGO CCTV PROS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
21828 LASSEN ST., SUITE A

6 City, state, and ZIP code
CHATSWORTH, CA. 91311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

4	7	-	2	4	0	3	8	1	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Michelle Lopez

Date ►

09/01/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Next

Bid

KINGDOM SECURITY, INC.

RFB # 10807 SECURITY GUARD SERVICES AT HALL OF JUSTICE



Kingdom Security, Inc.
4974 El Cajon Blvd Suite G
San Diego, CA 92115
P: 619-265-7000
F: 619-265-2220

County of San Diego
Department of Purchasing
and Contracting
5560 Overland Ave Ste 270
San Diego, CA 92123
RFB # 10807
Due: 03/15/2021 11:00 AM



SECTION A
COUNTY OF SAN DIEGO
REQUEST FOR BID
THIS IS NOT AN ORDER

Date Issued 3/5/2021
RFB No. 10807

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING AND CONTRACTING
COUNTY OF SAN DIEGO, **RFB NO. 10807**
5560 OVERLAND AVE, STE 270
SAN DIEGO, CA 92123-1204

|| FOR INFORMATION, PLEASE CALL
|| NICKY LITHGOW, 858-505-6374
|| NICKY.LITHGOW@SDCOUNTY.CA.GOV
||

|| BID OPENING DATE: MARCH 15, 2021
||

|| Bids must be received at the
|| upper left address prior to 11:00 A.M. PST
|| on the date of the Bid Opening.
||

AWARD: WILL BE MADE TO THE LOWEST
RESPONSIVE RESPONSIBLE BIDDER
BASED ON:

[] ALL OR NONE [] EACH LOT
[X] TOTAL PRICE [] EACH ITEM
[] OTHER (SEE PRICING SCHEDULE)

|| PLEASE STATE YOUR LOWEST PRICE,
|| F.O.B. DESTINATION AND
|| BRAND NAME OR TRADE NAME
|| IF APPLICABLE.
||

|| (PLEASE USE TYPEWRITER OR BLACK INK)
|| **Envelope must include RFB No. 10807**

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), SHERIFF'S DEPARTMENT HAS A REQUIREMENT FOR SECURITY GUARD SERVICES IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN.

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE/RESPONSIBLE SUPPLIER BASED ON A FIFTEEN MONTH BASE PERIOD PLUS FOUR (4) ONE YEAR OPTION PERIODS. PRICE EACH LINE ITEM AND ALL TERM PERIODS TO BE CONSIDERED RESPONSIVE. PRICING MUST REMAIN FIRM FIXED FOR ALL TERM PERIODS.

BASE TERM PERIOD: APRIL 1, 2021 THROUGH JUNE 30, 2022

1ST OPTION PERIOD: JULY 1, 2022 THROUGH JUNE 30, 2023

2ND OPTION PERIOD: JULY 1, 2023 THROUGH JUNE 30, 2024

3RD OPTION PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2025

4TH OPTION PERIOD: JULY 1, 2025 THROUGH JUNE 30, 2026

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFB SHALL BE REQUESTED IN WRITING PRIOR TO 5:00 P.M. PST ON WEDNESDAY, MARCH 10, 2021. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED.

ARE YOU ABLE TO COMPLY WITH ALL ITEMS SPECIFIED WITHIN THE SCOPE OF WORK: YES [] NO []

Bidder acknowledges Addendum No. 1 [] 2 [] 3 [] 4 [] 5 []

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

PAYMENT TERMS NET 30 OR n/a% day

NAME AND ADDRESS OF BIDDER (Type or Print)

Kingdom Security

Street, City, State, Zip

4974 El Cajon Blvd Suite G

San Diego, CA 92115

Telephone: (619) 265-7000

Fax Number (619) 265-2220

NAME AND TITLE OF PERSON AUTHORIZED
TO SIGN OFFER:

Yonis Jacob, Manager

SIGNATURE 

OFFEROR DATE 03/09/2021

NOTIFICATION OF AWARD

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO

BY:

DATE

JOHN M. PELLEGRINO, Director

TOTAL AMOUNT

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

March 09, 2021

County of San Diego Sheriff's Department
Security Guard Services RFP # 10807
ATTN: Nicky Lithgow
5560 Overland Ave
San Diego, CA 92123

Dear Ms. Lithgow:

Kingdom Security Services is pleased to propose its services in compliance with the Request for Bid Number 10807. As requested herewith a bid package outlining the qualifications of the firm and our ability to meet and exceed the needs of the County of San Diego at the Hall of Justice (HOJ).

We hope you will find that Kingdom Security is the best valued security partner for the Sheriff's Department along with the technology capabilities we have in place to support the level of security required at the Hall of Justice site.

Through our use of proprietary technology that supports client relationships, quality and accountability, we are continuously raising the bar in the security industry. These systems will not only keep us responsive to the concerns of the Sheriff's Department at Hall of Justice but also provide the tools for you to hold us accountable for performance compliance.

Kingdom Security is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to ensure the excellence in our services provided. To achieve this, Kingdom Security fosters a strong sense of accountability and ownership across the entirety of our organization. The entire team performs as one body, conditioned to support one another and together we are focused on delivering outstanding services that fit each and every of our client's specific requirements and needs.

All terms quoted in the following proposal are valid for ninety days from the proposal due date of March 15, 2021. Thank you very much for the opportunity to participate in this procurement. Kingdom Security Services has been deeply honored to serve the management and patrons of the San Diego Hall of Justice for the last 5 years and is most grateful for an opportunity to compete in this process.

We look forward to a favorable evaluation of past Kingdom's performance, high marks for our responses to this RFB and strong recommendation for Kingdom Security Services as the contractor best qualified to provide off duty and/or retired peace officer security services for the San Diego Hall of Justice.

Thank you,

A handwritten signature in blue ink that reads "Yonis Jacob". The signature is written in a cursive, flowing style.

Yonis Jacob
Manager
Kingdom Security
P: 619-265-7000
Email: Yonis@kpsus.com

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☒ For-profit ☐ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

3.2. Are you certified by the State of California as a:

☐ Disabled Veteran Business Enterprise(DVBE)

Certification #: _____

☒ Small Business Enterprise (SBE)

Certification #: 57710

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

☐ Veteran Owned Small Business (VOSB)

Certification # _____

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes ☐

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes ☐

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Yonis Jacob

Signature: _____

Title: Manager

Date: 03/09/2011

Company/Organization: Kingdom Security, Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

COUNTY OF SAN DIEGO
NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST 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 Company/Organization Name: _____
("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*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR
Offeror Company/Organization Name: _____
Authorized Representative Name: _____
Authorized Representative Title: _____
Signature: _____ Date: _____

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DVBE REQUIREMENTS AND FORMS

SECTION A - DVBE REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE) through DVBE Subcontractor Participation goals. County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. The County DVBE program recognizes the State of California DVBE certification, which may be found at <http://www.pd.dgs.ca.gov>.

For this solicitation:

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES UP TO \$1 MILLION, GOODS OF ANY VALUE, EXEMPT FROM DVBE, OR WAIVED BY DIRECTOR]

DVBE Subcontractor Participation Requirements are not applicable. Bidder/Offeror (Offeror) does not need to submit DVBE documentation with its submittal.

[OR]

[USE THIS CLAUSE WHEN PROCUREMENT IS FOR SERVICES OVER \$1 MILLION]

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVBE Subcontractor Participation Plan.

[OR]

[USE THIS CLAUSE FOR ID/IQ/TASK ORDER PROCUREMENTS]

In the case of indefinite delivery/indefinite quantity Contracts, DVBE Subcontractor Participation Requirements shall be applied at the time of task order issuance based on the value of the individual task order. DVBE forms for the documentation required for individual task orders resulting from Contract award are contained within this solicitation.

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal for each task order where the value of services exceeds \$1 million in annual value, or must show a good faith effort to do so. Offeror does not need to submit documentation with its submittal, but must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan for each task order prior to issuance of each such task order. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort regardless of utilization calculated on the DVBE Subcontractor Participation Plan. Failure of the Offeror to comply with any task order DVBE requirement may adversely impact the potential for the Offeror to receive any further work under the contract.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section
Offeror: Kingdom Security
Offeror's Representative: Yonis Jacob

[DELETE THE FOLLOWING TABLE IF PROCUREMENT IS NOT ID/IQ]

Job/Task Orders (to be completed at time of job/task order)	
Project Title: Security Guard Services	
Project/Activity No.:	
Bid/Proposal No.: 10807	Bid/Proposal Date: 03/15/2021

Exemptions (complete only if Offeror qualifies for one of the exemptions below)
Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:
<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></div><div><div>Government Agency</div><div>Nonprofit Organization</div><div>Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California SBE Certification #: 57710</div><div>Veteran Owned Business (VOB), pursuant to Board Policy B-39a</div></div></div> <div style="margin-top: 10px;">VOB status due to certification as a:<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div><div><div>DVBE - State of California Certification #: _____</div><div>VOSB - U.S. VA Certification #: _____</div><div>SDVOSB - U.S. VA Certification #: _____</div></div></div></div>

DVBE Compliance (complete if Offeror claimed no exemption above)
<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div><div><div>Offeror will self-perform 100% of the services.</div><div>Complete and attach DVBE Subcontractor Participation Plan</div><div>Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)</div></div></div>

Offeror must provide additional supporting documentation upon request.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION PLAN

Project Title: RFP 10807 Security Guard Services at HOJ

Sheet _____ of _____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
<div style="border-bottom: 1px solid black; width: 200px; margin-bottom: 5px;"></div> <div style="display: flex; align-items: center; justify-content: center;"> x 100 = <div style="border-bottom: 1px solid black; width: 80px; flex-grow: 1;"></div> % </div>	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

- A.** **List potential DVBEs** that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet ____ of ____ (complete if submitting more than one sheet)

B. **DVBE Solicitations**

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) Nature of work/supplies/services offered that are not accepted, (3) Dollar amounts of the DVBEs bids/proposals not accepted, (4) Subcontractors and/or suppliers that will be used instead of the DVBEs, (5) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (6) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Proposal Amount Accepted (5)	Reason Not Accepted (6)

Sheet ____ of ____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

REFERENCES

Kingdom Security gives authorization to contact the following clients for an appraisal of services provided by our firm.

Client Name: County of San Diego

Contact Name: Carlos W. Santiago, Procurement Contracting Officer

Phone Number: (858) 505-6359

Client Name: Department of Veteran Affairs

Contact Name: Deborah Ryan –Administrative Officer

Phone Number: (480) 513-3600

Client Name: Bureau of Prisons

Contact Name: Christine Trujillo, Contract Specialist

Phone Number: (310) 732-5238

COUNTY OF SAN DIEGO RFB
#10807
SECURITY GUARD SERVICES
PRICING SCHEDULE

TERM	MEASURE OF UNIT	ESTIMATED QUANTITY	UNIT PRICE PER HOUR	EXTENDED PRICE
Initial Term (15 months): 4/1/2021 thru 6/30/2022	Per Hour of Work	3,945	\$38.00	\$ 149,910.00
1 st Option Year: 7/1/2022 thru 6/30/2023	Per Hour of Work	3,156	\$39.00	\$ 123,084.00
2 nd Option Year: 7/1/2023 thru 6/30/2024	Per Hour of Work	3,156	\$40.50	\$ 127,818.00
3 rd Option Year: 7/1/2024 thru 6/30/2025	Per Hour of Work	3,156	\$41.50	\$ 130,974.00
4 th Option Year: 7/1/2025 thru 6/30/2026	Per Hour of Work	3,156	\$42.00	\$ 132,552.00
Up to Six one-month Options: 7/1/2026 thru 12/31/2026	Per Hour of Work	1,578	\$ 42.50	\$ 67,056.00
TOTAL:				\$ 731,394.00

PRICING SCHEDULE NOTES:

1. The hourly rates shall apply for additional armed security guard services at the Hall of Justice parking structure that may be required by the County of San Diego Sheriff's Department.
2. The "EXTENDED PRICE" listed above is a projection based on estimated hours and is not binding on the County. "ESTIMATED QUANTITIES" are based on current regularly scheduled and anticipated requirements. These estimates may vary based on facility needs. Year-end variance in total hours shall not constitute reason for unit price renegotiation. Unit pricing shall be fixed in all years, including the Option Years and the "Up to Six one-month Options." Pricing shall not be based solely on the above estimated hours. Contractor shall have read the full Statement of Work in this RFB and considered all possible factors in determining the "UNIT PRICE" and all "EXTENDED PRICES" for the "GRAND TOTAL" correctly. Actual requested hours by the County may vary. Payments will be made on a per unit basis, using the "UNIT PRICE" contained in this Exhibit C – Pricing Schedule and upon actual completion of hours as described in this Exhibit and Exhibit A – Statement of Work.

COMPANY:

Kingdom Security, Inc.

REPRESENTATIVE NAME:

Yonis Jacob

REPRESENTATIVE EMAIL:

Yonis@kpsus.com

REPRESENTATIVE PHONE:

858-380-9449

**COUNTY OF SAN DIEGO
PREFERRED VENDOR ADJUSTED PRICING**

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section **B**, LOCAL BUSINESS PREFERENCE of the RFB Instructions. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.
☒ Headquarters ☐ Other location providing the same or similar services

Address 4974 El Cajon Blvd Suite G

City San Diego State CA Zip 92115

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Indicate certification(s) below.

State of California Certifications:

- ☒ Small Business (SB) – Certificate # 57710
☒ Micro Business (MB) – Certificate # 57710
☒ Small Business for the Purpose of Public Works (SB-PW) – Certificate # 57710
☐ Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

U.S. Department of Veterans Affairs Certifications:

- ☐ Veteran-Owned Small Business (VOSB) – Certificate # _____
☐ Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Pricing Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)	ADJUSTED PRICE subtract Box 2 from Box 1
Box 1 \$ <u>731,394.00</u>	Box 2 \$ <u>36,569.70</u>	\$ <u>694,824.30</u>

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the pricing schedule shall prevail, and a corrected Price Adjustment shall be used.

COMPANY: Kindgom Security, Inc.

REPRESENTATIVE
NAME: Yonis Jacob

REPRESENTATIVE
EMAIL: Yonis@kpsus.com

REPRESENTATIVE
PHONE NUMBER: 858-380-9449

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kingdom Security, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 4974 El Cajon Blvd Suite G	Requester's name and address (optional)
	6 City, state, and ZIP code San Diego, CA 92115	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

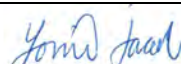
Social security number								
			-			-		
or								
Employer identification number								
2	6		-	2	4	7	6	2
								5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 03/09/2021
-----------	--	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Printed on: 9/27/2019 4:09:21 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 57710**Legal Business Name:**
KINGDOM SECURITY INC**Doing Business As (DBA) Name 1:**
SECURITY GUARD AND PATROL SERVICES**Doing Business As (DBA) Name 2:****Address:**
4974 EL CAJON BLVD STE G
SAN DIEGO
CA 92115**Email Address:**
yonis@kpsus.com**Business Web Page:**
<http://www.kpsus.com>**Business Phone Number:**
619/265-7000**Business Fax Number:**
619/265-2220**Business Types:**
Service

Certification Type	Status	From	To
SB(Micro)	Approved	09/27/2019	09/30/2021
SB-PW	Approved	09/27/2019	09/30/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Next

Bid



Where Law Enforcement Meets Customer Service

March 12, 2021

To the RFP Committee,

Off Duty Services (ODS) has completed all the information requested from San Diego County Sheriff's (Sheriff) Department RFB# 10807 Security Guard Services.

Off Duty Services serves a large number of S&P500 companies across the United States and Canada spanning all industry verticals. Because of the strong business mix in our customer base and our capital levels, the company maintains exceptional financial strength and liquidity and holds banking relationships with two of the leading banks in North America. In addition, the company has access to a material line of credit that allows it to deploy and support off duty security resources across the nation during times of extreme demand (e.g. Natural Disasters, Hurricanes, Crisis Management). We deliver payroll to hundreds of off duty police officers every day with an average turnaround time for payment of one week after completion of shifts, enabling the timely and accurate issuance of corresponding invoices. Our teams are very responsive to customer needs with a personalized approach and long term view to our business relationships.

Off Duty Services would like to discuss the follow items in the contract- Article 8.18, Article 10 Indemnity, Article 13.4 Public Records requests, Article 13.7 Audit Requirement, and Article 16.21 Criminal Background Checks

Off Duty Services, looks forward to the opportunity presented and welcomes any questions you may have about our services and pricing document.

Sincerely,

Aaron Ault
Business Development Manager
Off Duty Services
1908 Ave D A100
Katy, TX 77493
aault@offduty.com
Office: 281-346-2188
Cell: 832 499 1109

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☐ For-profit ☒ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

31. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

32. Are you certified by the State of California as a:
☐ Disabled Veteran Business Enterprise(DVBE)
Certification #: _____

☐ Small Business Enterprise (SBE)
Certification #: _____

33. Are you certified by the U.S. Dept Of Veterans' Affairs as:
☐ Veteran Owned Small Business (VOSB)
Certification # _____

☐ Service Disabled Veteran Owned Small Business (SDVOSB)
Certification # _____

34. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

41. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

41.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

41.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

42. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

42.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

42.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4. Are proposed for debarment by any state, local, or federal department or agency.

4.2.5. If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes ☒

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes ☒

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Sherry Rowley

Signature: _____

Title: President

Date: 3/12/2021

Company/Organization: Off Duty Services, Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

COUNTY OF SAN DIEGO
NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST 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 Company/Organization Name: Off Duty Services, Inc. ("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:

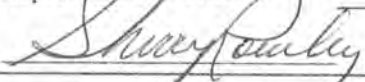
1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California 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*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: Off Duty Services, Inc.

Authorized Representative Name: Sherry Rowley

Authorized Representative Title: President

Signature:  Date: 3/12/2021

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section

Offeror: Off Duty Services, Inc.

Offeror's Representative:

[DELETE THE FOLLOWING TABLE IF PROCUREMENT IS NOT ID/IQ]

Job/Task Orders (to be completed at time of job/task order)

Project Title:

Project/Activity No.:

Bid/Proposal No.:

Bid/Proposal Date:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)

Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:

- ☐ Government Agency
- ☐ Nonprofit Organization
- ☐ Small Business Enterprise (SBE), pursuant to Board Policy B-53
State of California SBE Certification #: _____
- ☐ Veteran Owned Business (VOB), pursuant to Board Policy B-39a

VOB status due to certification as a:

- ☐ DVBE - State of California Certification #: _____
- ☐ VOSB - U.S. VA Certification #: _____
- ☐ SDVOSB - U.S. VA Certification #: _____

DVBE Compliance (complete if Offeror claimed no exemption above)

- ☐ Offeror will self-perform 100% of the services.
- ☐ Complete and attach DVBE Subcontractor Participation Plan
- ☐ Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DVBE SUBCONTRACTOR PARTICIPATION PLAN

Offeror: _____

Offeror Representative: _____

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER AND CERTIFICATION NUMBER OF CERTIFIED DVBE TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVBE
		Name: _____	
		Address: _____	
		Telephone #: _____ Certification #: _____	
		Name: _____	
		Address: _____	
		Telephone #: _____ Certification #: _____	
		Name: _____	
		Address: _____	
		Telephone #: _____ Certification #: _____	
		Name: _____	
		Address: _____	
		Telephone #: _____ Certification #: _____	
		Name: _____	
		Address: _____	
		Telephone #: _____ Certification #: _____	
		Name: _____	
		Address: _____	
		Telephone #: _____ Certification #: _____	
		Name: _____	
		Address: _____	
		Telephone #: _____ Certification #: _____	
TOTAL AMOUNT TO CERTIFIED DVBE			\$ _____

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet _____ of _____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{\text{_____}}{\text{_____}} \times 100 = \text{_____}\%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID/PROPOSAL/TASK ORDER

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

- A. **List potential DVBEs** that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet _____ of _____ (complete if submitting more than one sheet)

B. **DVBE Solicitations**

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB #10807)
SHERIFF'S DEPARTMENT
SECTION A: DBVE REQUIREMENTS AND FORMS

SECTION A - DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) Nature of work/supplies/services offered that are not accepted, (3) Dollar amounts of the DVBEs bids/proposals not accepted, (4) Subcontractors and/or suppliers that will be used instead of the DVBEs, (5) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (6) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Proposal Amount Accepted (5)	Reason Not Accepted (6)

Sheet _____ of _____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH **BID/PROPOSAL/TASK ORDER**

COUNTY OF SAN DIEGO RFB
#10807
SECURITY GUARD SERVICES
PRICING SCHEDULE

TERM	MEASURE OF UNIT	ESTIMATED QUANTITY	UNIT PRICE PER HOUR	EXTENDED PRICE
Initial Term (15 months): 4/1/2021 thru 6/30/2022	Per Hour of Work	3,945	\$106.50	\$420,142.50
1 st Option Year: 7/1/2022 thru 6/30/2023	Per Hour of Work	3,156	\$106.50	\$336,114.00
2 nd Option Year: 7/1/2023 thru 6/30/2024	Per Hour of Work	3,156	\$106.50	\$336,114.00
3 rd Option Year: 7/1/2024 thru 6/30/2025	Per Hour of Work	3,156	\$106.50	\$336,114.00
4 th Option Year: 7/1/2025 thru 6/30/2026	Per Hour of Work	3,156	\$106.50	\$336,114.00
Up to Six one-month Options: 7/1/2026 thru 12/31/2026	Per Hour of Work	1,578	\$106.50	\$168,057.00
TOTAL:				\$1,932,655.50

*Rates are subject to change if market pay rate for police officers changes.

PRICING SCHEDULE NOTES:

1. The hourly rates shall apply for additional armed security guard services at the Hall of Justice parking structure that may be required by the County of San Diego Sheriff's Department.
2. The "EXTENDED PRICE" listed above is a projection based on estimated hours and is not binding on the County. "ESTIMATED QUANTITIES" are based on current regularly scheduled and anticipated requirements. These estimates may vary based on facility needs. Year-end variance in total hours shall not constitute reason for unit price renegotiation. Unit pricing shall be fixed in all years, including the Option Years and the "Up to Six one-month Options." Pricing shall not be based solely on the above estimated hours. Contractor shall have read the full Statement of Work in this RFB and considered all possible factors in determining the "UNIT PRICE" and all "EXTENDED PRICES" for the "GRAND TOTAL" correctly. Actual requested hours by the County may vary. Payments will be made on a per unit basis, using the "UNIT PRICE" contained in this Exhibit C – Pricing Schedule and upon actual completion of hours as described in this Exhibit and Exhibit A – Statement of Work.

COMPANY:

Off Duty Services

REPRESENTATIVE NAME:

Aaron Ault

REPRESENTATIVE EMAIL:

aaault@offdutysservices.com

REPRESENTATIVE PHONE:

281 346 2188



hereby grants

National Women's Business Enterprise Certification

to

Off Duty Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: January 19, 2017
Expiration Date: January 30, 2022
WBENC National Certification Number: WBE1700087



Authorized by April Day, President Women's Business Enterprise Alliance

NAICS: 561612
UNSPSC: 46000000, 92121504





OFF DUTY SERVICES

Where Law Enforcement Meets Customer Service



Aaron Ault
Business Development Manager
Office: (877)-OFF-DUTY
Cell: 832 499 1109
aaault@offdutyservices.com



Executive Summary

OFF DUTY SERVICES, INC. is a nationwide provider of off duty police officers to the private sector in the U.S. and Canada. We have the ability to schedule off duty police officers for permanent, temporary and emergency assignments. We offer a unique service that provides quality police officer selection, supervision and a single point of contact available 24 hours a day. We manage all police officer payroll related issues, scheduling, after-hours emergencies and provide a single invoice for each billing period. We also provide general liability insurance and Workers' Compensation coverage for all of our police officers minimizing the client's exposure to liability.

Company Overview

- Founded in 2002 by Sherry Rowley, Headquartered in Katy, Texas
- Certified by the Women's Business Enterprise National Council (WBENC)
- Officers rapidly on-site across the United States and Canada
- Only use active, certified, skilled officers
- ONE point of contact 24/7
- ONE invoice/month – not 100s of paychecks
- Freed from payroll issues, scheduling & after-hours emergencies
- Liability outsourced to ODS
- Over 20,000 active duty police officers employed

Industries Served



Why Choose ODS?

ODS has developed a unique set of procedures, networks and quality control mechanisms to ensure the best off duty police service possible.

Only Active, Certified, Skilled Officers

ODS carefully matches every officer to client posts. Our job-matching process ensures officers are fully vetted for the necessary training and capable to meet the skill requirements for their assignment. All ODS officers have been fully vetted for their:

- Agency Tenure
- Previous Assignment with ODS
- Agency Recommendation
- Officer Training
- Agency Specialization

ONE Point of Contact 24 hours/day

Regardless of the location, clients only need to make one call. ODS provides complete local, regional and nationwide coverage for all customer assignment locations. ODS is on-call and ready to meet clients' needs, 24 hours a day, 365 days a year.

Free From Scheduling Conflicts

ODS manage all officer schedules to ensure there are no scheduling conflicts with the post assignments. We understand that officers have full-time jobs and we schedule officers that are available prior to assigning the officers to our client's location site. Our coordinators make sure they do not schedule an officer during their regular agency times or placed in a schedule that makes them perform at less than peak performance.

Outsource Liability to ODS Insurances

Our customers are protected under ODS' comprehensive insurance program for officers assigned to their posts. ODS can customize insurance levels to match the unique needs of each customer. Coverage can be tailored to the needs of individual clients. Typically, our standard coverage is appropriate for most situations. We maintain:

- General Liability Insurance (\$1,000,000) Aggregate (\$5,000,000)
- General Aggregate for bodily injury & property damage
- Workers' Compensation (\$1,000,000/\$1,000,000)
- Comprehensive Automobile (\$1,000,000)
- Umbrella Policy (\$25,000,000) covering the above-mentioned policies

ONE Invoice per Month – Not 100s of Pay Checks

ODS handles all officer payroll and related issues. You'll receive one consolidated simple to read, detailed invoice for each billing period. Invoice frequency and format can be tailored to individual client needs.

Managed Payroll

Having a number of years' experience in this area, ODS recognizes the importance of accurate and timely payroll for each officer. On weekly basis, ODS' integrated scheduling and payroll systems generate paychecks that are distributed to each officer (in most cases direct deposit is used). ODS manages all reporting, giving its customers visibility to a robust tracking tool by location.

OfficerTRAK™ Technology

OfficerTRAK™ is a proprietary software solution that streamlines the off duty process and provides accountability utilizing web and mobile app technology. OfficerTRAK™ is designed to push work assignments directly to the officers on the OfficerTRAK™ mobile app. This technology empowers officers, providing the details of a customer's request, and tracking the officers who work those assignments.

Officers Rapidly On-Site Across USA and Canada

ODS Eliminates the complexity of having to quickly staff officers in far flung locations where there are few local officers. By drawing on a national network of pre-qualified officers, ODS brings in officers from outside the affected areas. Without these pre-existing relations, getting qualified officers on-site can be almost impossible.

Human Resource Compliance

Over the years the U.S. Department of Labor (DOL) has made clear its intentions to step up its enforcement activities regarding the improper classification of employees as independent contractors. There are countless cases where the DOL has fined companies thousands of dollars for lack of compliance with a contract labor. By outsourcing the off duty police function to ODS, ODS takes on the responsibility for compliance and proper employee designation and manages within all DOL regulations.

Experience & Expertise Focused on Service

The ODS management team has extensive law enforcement, security management and loss prevention experience. We understand clients' security needs as well as the requirements for providing exceptional police protection to the private sector.

Reporting

One of the great features ODS provides their customers, is the ability to develop reports that reflect the critical elements around the service relationship, for example:

- Attendance
- Service exceptions
- Overtime
- Training
- Officer credentials
- Billing
- Emergency response time
- Post assignment

Insurance Coverage



In today's litigious business environment, all companies are seeking ways to reduce their exposure to liability. It goes without saying that having any uninsured personnel functioning in a security capacity increases risk significantly. Additionally, job site accidents that involve uninsured contract personnel also increase risk unnecessarily.

We understand the value of minimizing the client's exposure to liability and the unique requirements for providing insurance coverage for the use of off duty police officers.

ODS will provide general liability and Workers' Compensation insurance coverage to all officers assigned to client facilities or posts.

When a client enters into a service agreement with ODS, we accept liability for the performance of our officers as well as providing coverage for any on-the-job accident or injury that might occur.

ODS' standard insurances include:

Insurance	Amount
General Aggregate Liability	\$5,000,000
Workers' Compensation	\$1,000,000
Automotive	\$1,000,000
Umbrella	\$25,000,000

Services Offered

Our management team has over 75+ years of experience in law enforcement, security management and loss prevention. We use a vetting process that matches officers' training, specialization, personality and skills to clients' unique needs.

Standing Post

For customers needing more than typical guard service we provide armed, active-duty police officers. Our officers have powers of arrest, are in uniform or plainclothes, and serve in on-going or regularly recurring posts at the same location.

Disaster Response

During or after a disaster, when local police resources are strained, we provide armed, off-duty law enforcement to customers for emergency service. With powers of arrest, our uniformed officers protect life and property during emergencies, such as hurricanes, civil unrest, flooding, fire, labor disruptions, or any type of industrial emergency.

Executive/Corporate Event Security-Armed Protection

We provide off-duty police to customers needing armed protection for corporate events, functions and the personal safety of executives. Our officers have powers of arrest, are in uniform or plainclothes, and protect your executives and key personnel in transit or at event locations.

Workplace Security

Our off-duty police officers can be deployed for a single employee termination, during labor unrest and work disruptions, or for group layoffs at multiple locations. Off Duty Services' law enforcement personnel are armed, have powers of arrest, and can be highly visible or stationed discreetly.

Traffic Control

We provide customers with off-duty police to control vehicle and pedestrian traffic on public streets or private roads. Our law enforcement personnel are armed, active-duty police in uniform with powers of arrest.

Roving Patrols

Roving patrols are extremely efficient to use when there are a number of locations within a specific geographic area that need to be visited within a shift. Our law enforcement personnel are armed, active-duty police in uniform with powers of arrest.

Armed Escort

We provide safe and secure transportation security that protects employees and individuals from bodily harm through proper enforcement of rules, regulations and policies.

OfficerTRAK™ Technology Solution

The easy, all-in-one, Off Duty management solution that meets everyone's needs - - Agencies, Customers and Officers.

Off Duty Services, Inc. has developed a proprietary software solution, OfficerTRAK™, to streamline processes and provide accountability utilizing web and mobile app technology. OfficerTRAK™ is designed to push work assignments directly to the officers on the OfficerTRAK™ mobile app. This technology empowers officers, providing the details of a customer's request, and tracking the officers who work those assignments. When the assignment is started, the officer will clock in and clock out using OfficerTRAK™ with GPS technology. Officers can document information within the mobile app including video, photos and notes. This information is uploaded into our system for tracking and reporting.



WEB ENABLED

- Customer login
- Customer service request
- Shift request
- Reports
- Custom forms
- Geo fence mapping



PHONE APP

- Job Notification to officer
- Job selection by officer
- Job acknowledgment
- Clock in/out function
- Geo fence verification
- Manage my jobs
- Personal Profile
- Notifications



Five Types of Services

ODS provides five (5) types of service for its customers, each having unique circumstances associated with them which ultimately determine the bill rate. Below are the definitions of ODS' service offerings:

1. **Permanent-** Permanent business is defined as a recurring set schedule of hours per location on a weekly basis.
2. **Temporary-** Temporary business is defined by ODS receiving at least 48 hour notification prior to the officer deployment for an assignment with an undetermined end date up to six months. There is a found (4) hour minimum for this service.
3. **Emergency-** Emergency business is defined when ODS receives less than 48 hours' notice prior to officer deployment. After the first 48 hours of service, the billing rate reverts to the temporary rate (response time 2-4 hours). There is as four (4) hour minimum for this service.
4. **Traffic Control-** Active participation in expediting the flow of traffic and maintaining a safe environment for motorist. (This rate varies depending on duties)
5. **Crisis Management-** Crisis Management is defined when a local or state of disaster is declared rates for this service will vary dependent upon unique circumstances associated with the disaster.



Certification – January 2017



OFF DUTY SERVICES, INC received the Women's Business Enterprise certification in early 2017. Founded in 1997, WBENC is the nation's leader in women's business development and the leading third-party certifier of businesses owned and operated by women, with more than 13,000 certified Women's Business Enterprises, 14 national Regional Partner Organizations, and over 300 Corporate Members. WBENC Certification validates that the

business is 51 percent owned, controlled, operated, and managed by a woman or women. To achieve WBENC Certification, women owned businesses complete a formal documentation and site visit process which is administered by one of WBENC's 14 Regional Partner Organizations.

What does this mean for you?

- Increase revenue and return
- Tax Incentives for your company
- Displays an organization's commitment to doing business, beyond consumerism, in diverse markets
- Showcases the company's interest in and commitment to the economic growth of all communities

Mission Statement – Our Promise

We will...

- Provide our clients with off duty police officers to meet their specific security related requirements.
- Always provide those officers whose unique training and personal skills are sufficient to satisfy the client's needs.
- Focus on customer service, attention to detail and being responsive to our officers and our clients.
- Hold our officers accountable to the highest standard of work ethics, while treating them with dignity and respect.
- Provide a unique, cost-effective, quality service that represents a genuine value to our clients.

