



City of Downey

REQUEST FOR PROPOSALS

Security Patrol Guard Services

November 2016

The City of Downey ("City") is soliciting qualified firms to provide Security Patrol Guard Services.

This Request for Proposal is set out in the following format:

- SECTION I - Introduction and Instructions to Proposers
- SECTION II - Scope of Work
- SECTION III - Proposal Response Requirements and Evaluation Process

Proposals are due by December 9, 2016 at 3 P.M. PT: See complete instruction in Section I, Instructions to Proposers and Procedures for Submittal.

All questions and inquiries related to this Request for Proposal ("RFP") must be directed to **Jessica Flores, Economic Development Manager** at jflores@downeyca.org. Proposers shall not contact other city personnel with any questions or clarifications concerning this RFP.

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SECTION I: INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

Introduction

The City of Downey is home to where the Apollo Space Program began its journey to the moon. Historically, Downey has been known for its presence in the aerospace industry, while the current economy maintains a broad industrial and healthcare base. Downey has been a breeding hub for flourishing businesses and artists. Due to its commercially accessible location, Taco Bell placed its first eatery site here, while the oldest operating McDonald's still stands today. Downey is also the city that inspired many hit records for local pop recording artists "The Carpenters." Today, the city is admired for its strong retail base with quality housing that continues to inspire companies with its business-friendly approach. In 2013, Downey was recognized with an All-America City award.

The City of Downey was incorporated in 1956 and became a Charter City in 1965. The City encompasses an area of 12.5 square miles and is situated in southeast Los Angeles County, approximately 12 miles southeast of Downtown Los Angeles, 15 miles northwest of Disneyland, and 15 miles from the Pacific Ocean.

This is a place of pride, history, involvement and community. The City is highly recognized for its centralized location, top medical facilities, quality residential neighborhoods and schools, excellent golf courses, and an unmatched family lifestyle. In fact, *California Business Magazine* rated the City of Downey in the top 25 percent of "100 Best Cities To Do Business in California."

As of 2015, the population of the City is 114,219 with a small town atmosphere. According to the U.S. Census, the City's median household income is \$60,374. The homeownership rate for single-family residences in Downey is approximately 50 percent. Between the years 2000 and 2012, the City saw housing production of 443 new single family residences. The U.S. Department of Commerce, Bureau of Census, has projected Downey's annual population growth rate to be approximately 1.3 percent.

The City of Downey ("City") hereby invites qualified firms to submit a proposal to provide Security Patrol Guard Services. The City wishes to hire a security firm that integrates uniformed unarmed security personnel with leading-edge technologies and strategic consulting services, to provide the most cost-efficient, effective, and protective solutions for the City's various security service needs. The City seeks a security firm that has experience in providing services to municipalities or other government agencies, with multi-location requirements.

The City is requesting security services for various locations within its jurisdiction:

1. The City-owned parking structure at 8201 2nd Street on the northwest corner of New Street and 2nd Street. Specifically, a patrol of the entire four (4) story parking structure;
2. Rio Hondo Golf Course: 10627 Old River School Road;
3. Independence Park 12334 Bellflower Boulevard, Temporary Basis;
4. Transit Depot: 8150 Nance Street;
5. Barbara J. Riley Community Center: 7810 Quill Drive;
6. Downey Theatre: 8435 Firestone Boulevard; and,
7. Various City parks on an as needed basis.

The scope of services is detailed in Section II of this RFP.

Minimum Qualifications

A proposer will be considered “non-responsive” to this request and disqualified from further consideration if any of the following minimum qualifications are not met, and other documents, as specified in Section III, are not provided:

- Proposing companies must have at least five (5) years professional experience providing and managing security patrol services of large sophisticated facilities for corporations or public agencies (services to government agencies is highly desirable), and can provide references that support this qualification; and,
- Proposing companies must have trained and certified security patrol officers with at least three (3) years professional experience.

Instructions to Proposers and Procedures for Submittal

It is the responsibility of the Proposer to ensure timely delivery is made to the City of Downey.

1. Proposals shall be submitted by **December 9, 2016 at 3:00 P.M. PT.** Submissions after this deadline will not be accepted.
2. Each Proposer must submit one (1) original and five (5) signed copies of its proposal to the City of Downey Contact. Submit proposals to:

City of Downey
Community Development Department
Attn: Jessica Flores, Economic Development Manager
11111 Brookshire Avenue
Downey, CA 90241

3. All Proposals shall be submitted on standard 8-1/2” x 11” paper, with an Arial font and point size of 11. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section III. *It is imperative that all Proposers responding to this RFP comply exactly and completely, with the instructions set forth herein.* All responses to this RFP shall be concise, straightforward and must fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents may be referenced in any response, and included as exhibits. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired.
4. The Proposer's Proposal must not be marked as confidential or proprietary. The City may refuse to consider a Proposal so marked. Information in Proposals shall become public property and subject to disclosure laws. All Proposals shall become the property of the City. The City reserves the right to make use of any information or ideas in the Proposals.
5. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing and performing quality work to achieve the City’s objectives.

6. Proposals must be valid for a period of 120 calendar days from the Closing Date and Time for Receipt of Proposals.
7. Pre-contractual expenses are defined as expenses incurred by the Proposer in: preparing its Proposal in response to this RFP; submitting that Proposal to the City; negotiating with the City any matter related to the Proposer's Proposal; and any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Agreement. The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposal.
8. Each Proposer must submit its Proposal in strict accordance with all requirements of this RFP. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration.
9. After the Closing Date and Time for Receipt of Proposals, evaluation and proposal clarification will commence, all of which will be conducted by City staff. City staff will make subsequent recommendations of approval to the City Council.
10. Proposers judged most responsive to the City's requirements may be asked to give a presentation of their Proposal to City staff. Selected Proposers should be prepared to make their presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposal in detail, including technical questions regarding the Proposal. No Proposer shall be allowed to alter or amend its Proposal through the use of the presentation process.
11. In the event the City deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by the City Staff or authorized designee.
12. The City reserves the right to negotiate modifications with any Proposer as necessary to serve the best interest of the City. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, which the City deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.
13. Proposers shall utilize Section III to describe their approach to the Scope of Work and to indicate costs.
14. The City reserves the right to:
 - a. reject any or all price quotes, to waive technicalities or formalities, and to accept any price quote deemed in the best interest of the City;
 - b. negotiate the final Agreement with any Proposer(s) as necessary to serve the best interest of the City;
 - c. withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any Proposer responding to this RFP; or,
 - d. award its total requirements to one Proposer or to apportion those requirements among two (2) or more Proposers as the City may deem to be in its best interest.

15. In addition, negotiations may or may not be conducted with Proposers; therefore, the Proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.
16. Where two (2) or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/sub-contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.
 - a. Firms intending to pursue this proposal in a "prime/sub-contractor" basis must identify any portion of the scope of work that will be subcontracted. Include the subcontractor's qualifications and key personnel, telephone number and contact person. The City reserves the right to approve or reject all proposers or internal staff performing security services, proposed by the proposer during or after the proposer review and selection process.

SECTION II - SCOPE OF WORK

Work Plan

The City wishes to hire a security firm that integrates uniformed unarmed security personnel with leading-edge technologies and strategic consulting services, to provide the most cost-efficient, effective, and protective solution for the City's various security service needs. The City seeks a security firm that has experience in providing services to municipalities or other government agencies, with multi-location requirements. The term of the agreement will be for two (2) years, with two (2), two (2) year options to extend the agreement term. The City's Community Development Department and Parks and Recreation Department are requesting security services for various locations under their departmental control:

1. Community Development Department

The Community Development Department ("CDD") manages the security services for the City-owned parking structure at 8201 2nd Street on the northwest corner of New Street and 2nd Street. The CDD is soliciting security services in the form of patrol of the entire four (4) story parking structure on a daily basis. Security guard(s) shall continually patrol the parking structure premises; a minimum of four (4) full patrolling rounds should be done per hour. These patrol rounds are made up of visiting each level, scanning in at designated points in the structure, and patrolling the area surrounding the parking structure, public sidewalks, and a one (1) block radius of the parking structure, in all directions. In addition to patrolling, security guard(s) shall make City staff aware of violations of the Downey Municipal Code including but not limited to loitering, graffiti, parking regulations, and maintenance. Specifics are detailed in Attachment "A" of this RFP.

2. Parks and Recreation Department

This City department has various needs, in addition to those applicable on Attachment "A." The list of security service needs is as follows:

- a. Rio Hondo Golf Course: 10627 Old River School Road

- i. Patrol golf course parking lot to deter crime;
- ii. Call the Downey Police Department to respond to suspicious activity or crimes in progress;
- iii. Assist golf course staff with agitated patrons as needed/requested by staff;
- iv. Assist golf course staff in enforcing course policies as directed by staff; and,
- v. Security Schedule:
 - i. Wednesday – Saturday: 3 – 7 pm
 - ii. Sunday – Tuesday: 1 – 5 pm

* Golf Course to provide golf cart for security guard to utilize for patrol

* Flexibility in schedule is needed, as times are subject to change based on season and operations.

b. Independence Park (Skate Park/Tennis Courts) – 12334 Bellflower Boulevard
Temporary Basis (January – March 2017)

- i. Patrol skate park and tennis courts to deter crime;
- ii. Call the Downey Police Department to respond to suspicious activity or crimes in progress;
- iii. Assist staff with agitated patrons as needed/requested by staff;
- iv. Assist staff in enforcing park policies as directed by staff; and,
- v. Security Schedule:
 - i. Monday - Friday: 4 – 9 pm
 - ii. Saturday - Sunday: 3 – 7 pm

* Flexibility in schedule is needed, as times are subject to change based on season and operations.

** Security Supervisor to be available to meet with City Supervisor as requested.

c. Transit Depot: 8150 Nance Street

- i. Patrol transit depot to deter crime and provide security for busses;
- ii. Call the Downey Police Department to respond to suspicious activity or crimes in progress;
- iii. Assist staff with agitated patrons as needed/requested by staff; and,
- iv. Security Schedule:
 - i. Monday – Friday: 12 – 4 pm

d. Barbara J. Riley Community & Senior Center: 7810 Quill Drive

- i. Provide security for reservation groups of 100+;
- ii. Enforce center reservation policies;
- iii. Assist staff with agitated patrons as needed/requested by staff;
- iv. Call the Downey Police Department to respond to suspicious activity or crimes in progress; and,
- v. Security Schedule: as needed for reservations.

- e. Downey Theatre: 8435 Firestone Boulevard
 - i. Number of guards to vary based on activities and events;
 - ii. Enforce boundaries of beer/wine garden;
 - iii. Act as ushers inside theatre and enforce theatre policies;
 - iv. Secure areas to restrict public access; and,
 - v. Security Schedule: as needed for events.

- f. Various parks on an as needed basis
 - i. Patrol park to deter crime;
 - ii. Call the Downey Police Department to respond to suspicious activity or crimes in progress;
 - iii. Assist staff with agitated patrons as needed/requested by staff; and,
 - iv. Assist staff in enforcing park policies as directed by staff.

** Schedule: To be requested on an as needed basis

** Security guards to dress in dress attire (slacks, shirt, and jacket).

Fee

Interested Proposers must submit a proposed fee with project budget, a detailed schedule indicating tasks, personnel to be assigned to each task, estimated number of hours by assigned personnel for each identified task, and the identification of support related costs (if any). The proposed fee shall be submitted in a sealed envelope separate from the Proposal.

SECTION III: PROPOSAL RESPONSE REQUIREMENTS AND EVALUATION PROCESS

Response Items

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Responses must provide the required information in the following order for each underscored item. Proposers shall respond by repeating the section and sub-sections number(s) and statement/question and by providing the appropriate response hereunder.

1. Cover Letter

Include a transmittal letter identifying the Proposer's firm and the proposal package being submitted. Include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name, title, address, telephone number, and email of the individual authorized to contractually bind the firm and be signed by the authorized individual.

The cover letter shall not exceed one (1) page.

An unsigned Proposal submission is grounds for rejection.

2. Executive Summary

Include a summary containing highlights of the proposal approach, describing how the project team would be organized, and how the Proposer will ensure responsiveness to City staff and project requirements.

The executive summary shall not exceed two (2) pages.

3. Technical Response

- a. Organization: company organizational structure to include the names of the designated project manager and supervisors intended for City Account. Include a one (1) page resume for each.
- b. "Table of Organization" that includes the problem escalation path.
- c. Training: provide an outline of, or the training manual for, the training patrol staff and supervisors receive what is provided by the company. Include a detailed list of any/all other training required for employment.
- d. Employee Hiring: provide an outline or policy document that clearly shows pre-employment screening process for patrol and supervisory staff completed by the company.
- e. Sample Schedule: provide a sample personnel schedule for each Service Area identified in the Scope of Services in Section II.

4. Qualifications and Prior Experience

- a. Personnel: this section must delineate the experience and profession of appropriate licenses and certifications of personnel and an organizational chart.
- b. Demonstrated experience, competence, and qualifications of the Proposer and the participating staff successfully providing similar services to municipalities.
- c. Ability to perform the work in a timely manner, availability of staff and contingency plans.
- d. Demonstrated understanding of local municipal security needs for areas such as parks, open public space, and parking structures.
- e. Conflict of Interest: provide a brief summary on potential conflict of interest issues which is to be addressed by consultant.
- f. Reference: list at least three (3) municipal clients for whom comparable services have been performed within the last five (5) years. Include the name, job title, email address and telephone number of each client's principal representative.

This section shall not exceed seven (7) pages.

5. Company Data

- a. State the company's official name and address and the names and titles of its principal officers; indicate what type of entity, such as corporation, partnership, joint venture, sole proprietorship, etc., and indicate if the firm is incorporated;
- b. If the firm is a sole proprietorship doing business under a different name, indicate the sole proprietorship's name and the name(s) you are doing or *have done* business as (DBA) or also known as (AKA);
- c. Provide the firm's Federal Employer I.D. Number;
- d. Provide the name and address of the person to receive notices who is authorized to make decisions and represents the company. Specify in what capacity the person shall be representing the entity and any limitations to their authority;

- e. State any failures or refusals to complete any contracts and a complete explanation;
- f. Indicate the number of years in business under the present business name;
- g. Indicate the number of years of the firm's experience in providing required, equivalent or related products and services; and,
- h. Submit a detailed statement indicating whether the Proposer is totally or partially owned by another business organization or individual that will be providing the services to meet the requirements of the Proposal.

This section of the proposal shall not exceed one (1) page.

6. Resources to be provided by the City
The Proposer must list any resources, City assistance, or other items expected to be provided by the City.

This section shall not exceed one (1) page.

Certificate of Insurance

The Proposer shall demonstrate the willingness and ability to provide the required insurance coverage as set forth in the by City requirements within ten (10) calendar days of notification of selection for award of this Agreement. The insurance requirements are detailed in the sample City Professional Services Agreement which is included with this RFP, as Attachment "A."

Project Understanding

The City assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

- a. Such understanding or representations are expressly stated in the Agreement; and,
- b. The Agreement expressly provides that the responsibility therefore is assumed by the City. Representations made but not so expressly stated and for which liability is not expressly assumed by the City in the Agreement shall be deemed only for the information of the Proposer.

Evaluation Process

Each Proposer responding to the RFP will be evaluated by City staff on each element of the work plan and general information described above in the following order:

- 1. Review of experience specifically with municipalities or other government agencies, qualifications and references of the Proposer to determine their ability to provide the requested services;
- 2. Review of the methodology/approach proposed by the Proposer; and,
- 3. Review of the estimated fees and costs.

Selection/Award Procedures

A Professional Services Agreement will be provided for execution. It may be modified to incorporate other pertinent Articles/Terms and Conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposers.

A sample of the City's Professional Services Agreement is included with this RFP, as Attachment "B."

ATTACHMENT "A"

SCOPE OF SERVICES

City of Downey Downtown Parking Structure
8201 2nd Street, Downey, CA 90241

DAILY PROCEDURES

Patrolling

Security guard/s shall continually patrol the downtown parking structure premises; a minimum of four (4) full patrolling rounds should be done per hour. These patrol rounds are made up of visiting each level, scanning in at designated points in the structure, and patrolling the outskirts, public sidewalks and area surrounding the parking structure. Patrolling is defined as a combination of guarding with the use of a type of bicycle, cart and/or on foot.

In addition to patrolling, security guard/s shall assist in the enforcement of the Downey Municipal Code including but not limited to loitering, graffiti, parking regulations, maintenance, etc.

Scanning

In addition to securing the premises, PROPOSER will provide the CITY, at the parking structure, with a scanning system (i.e. Detex, etc.) at designated areas in parking structure. This system is to ensure continuous patrolling of site. Security guard/s are to scan in at each point on every patrol round. Designated areas for the location of scanning labels on each floor are as follows:

- First: Electrical Room Door (West)
 Mid-way Concrete Wall (South)
 Elevator Machine Room (East)
 Mid-way Concrete Wall (North)

- Second: Second Floor Stairs (West)
 Mid-way Concrete Wall (South)
 Second Floor Stairs (East)
 Mid-way Concrete Wall (North)

- Third: Third Floor Stairs (West)
 Mid-way Concrete Wall (South)
 Third Floor Stairs (East)
 Mid-way Concrete Wall (North)

- Fourth: Fourth Floor Stairs (West)
 Mid-way Concrete Wall (South)
 Fourth Floor Stairs (East)
 End Concrete Wall (West)

Security guard/s are to scan in at each point on every patrol round. An electronic report of weekly scans will be emailed every Friday to the City's Economic Development Division by 1:00 pm.

Communicating

Security must have access to a type of communication system such as 2-way radio and/or cell phone. This is to make emergency and non-emergency calls, keep in communication with headquarters, and to be easily contacted by CITY staff when necessary.

Contact Information

Police Emergency:	911
Police Emergency Dispatch:	(562) 904-2363
Police Non-Emergency:	(562) 904-2319
Fire Non-Emergency Dispatch:	(562) 904-7313
Community Development:	(562) 904-7152

SCHEDULE

Schedule for Security Services	
Day	Hours
Monday	8
Tuesday	8
Wednesday	8
Thursday	16
Friday	24
Saturday	24
Sunday	24
Total Per Week	112

SECURITY COMPANY RESPONSIBILITIES

1. PROPOSER shall furnish all labor, equipment, uniforms and transportation; establish and maintain an accurate timekeeping and payroll system to ensure that personnel are paid in accordance with the contract. PROPOSER will provide an electronic guard tour verification system. PROPOSER is required to maintain insurance as outlined in the agreement including two years following the cancellation or termination of the agreement with the CITY. PROPOSER will supply, at its expense, all required equipment (uniforms, equipment, vehicles).
2. PROPOSER shall maintain adequate staff to assure that all posts are covered according to the post assignments. No post shall ever go dark due to lack of manpower.
3. PROPOSER is prohibited from requiring its officers to sign any 'Non-Compete' documentation that would prohibit the officers from staying at the CITY in the event of a contract change over.
4. PROPOSER employees shall not reproduce, transmit or remove records, files, documents, drawings related to the CITY's business without the written consent of the CITY, and shall not disclose to any persons, or another business entity, any information obtained from a direct or indirect conversation without the written approval of the CITY. PROPOSER shall hold all such information in trust and confidence for the CITY.
5. PROPOSER shall comply with the Immigration Reform and Control Act of 1986 (IRCA). All employees assigned to this agreement shall have had their identity and eligibility for work properly verified by the PROPOSER Security Incorporated.
6. PROPOSER employees shall meet high standards of appearance and demeanor, and shall at all times treat employees and visitors of the CITY with the utmost courtesy and respect. No person shall be employed for this work that is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs or otherwise objectionable.
5. PROPOSER shall ensure that all logs, incident and daily reports shall be submitted to The CITY in accordance with the schedule set by the Agreement Administrator. PROPOSER shall notify the CITY of hazards, safety violations or other conditions that pose an unsafe condition.
6. PROPOSER will establish and maintain for the duration of the contract, all required basic and annual training programs.
7. The Agreement Administrator may request additional security services for the protection of a specific location, equipment, material, or person within the CITY's service area.
8. In the event the CITY determines a situation is an emergency, within eight (8) hours PROPOSER shall be required to provide additional officers equal to 50 percent of the regular staff and any additional personnel as requested. All Security Officers provided under this situation shall present documentation verifying the minimum certifications, licenses, and training. In the event the PROPOSER cannot provide the requested Security Officers in the time limits specified, the PROPOSER may use a licensed Security Guard PROPOSER to

subcontract for the officers. The CITY reserves the right to verify the license, certifications and qualification of any sub-PROPOSER and any assigned Security Officer. In the event the PROPOSER cannot provide the requested Security Officers the CITY reserves the right to enter into an agreement with another PROPOSER to provide the additional Security Officers and charge PROPOSER for the expenses of the sub-PROPOSER.

REPORTS

Daily Activity Report: This daily report shall be completed by each Security Officer showing a summary of incidents for the 24-hour reporting period.

Weekly Report: This weekly report shall provide a summary of hours of service, number and rank of personnel involved in providing that service, critical incidents, training, problem areas, and any other information that would clearly identify the quality of service provided by PROPOSER.

Security Notice or Courtesy Report: This report is to be used by all PROPOSER personnel to advise The CITY of potential security concerns. This form is integral to security operations as a way of keeping the CITY managers and supervisors informed of these areas.

Incident Report: This is a CITY form to report actual events.

OPERATIONS MANUAL

PROPOSER shall provide an Operations Manual for the CITY facilities that include Post Orders, Emergency Procedures, shift duties and job descriptions, operating instructions for Equipment and Administrative policies and procedures. Administrative procedures shall include audit and inspection conduct, pre-employment, incident and administrative investigations, contingency planning for natural, technological, and crime-related threats, liaison and coordination with public safety and emergency service organizations, facility access control, and patrol of the CITY's properties. A draft operation manual will be due 30 days after execution of this agreement for review and comment by the CITY's Agreement Administrator. A final report will be due no later than 60 days after execution of this agreement.

PERSONNEL

PROPOSER shall staff each service area as indicated on the post assignments with personnel of the following ranks: Security Officer, Supervisor, and Manager who shall provide the following service:

- a) Provide security for the CITY, and its employees and visitors. Enforce control over removal of the CITY property, documents or any vital material as identified by the CITY.
- b) Respond to all alarm conditions to investigate and report. Make notification as necessary, summons and assist emergency personnel and conduct emergency evacuations.
- c) Respond to incidents and take reports. Security Officers are to observe and report and provide assistance in security and/or safety related situations. Security Officers shall collect reports, record statements, take photographs, and make notifications and

safeguard evidence and the crime scene.

- e) Summon and cooperate with and assist law enforcement agencies in connection with crimes committed against the CITY, including safeguarding the scene of a crime to protect possible evidence.
- f) Perform general duties as specified in the Operations Manual, provide special security services as outlined in the *Special Guard Service Request form*, and perform any additional duties as requested in writing or via email from authorized requestors.
- g) Certify and maintain all training requirements as required by the CITY.
- h) Ensure that all personnel are aware of federal, state, and municipal laws governing or potentially involving officers assigned to the CITY. Officers shall be required to understand laws relative to questioning, detaining, search and arrest. Officers should be trained in Avoiding Sexual Harassment, Workplace Violence Awareness, and Basic Hazardous Materials Awareness.

RECRUITMENT AND SELECTION

1. PROPOSER shall maintain manpower levels capable of meeting the call-back requirements without regard to riot, war, the enactment, issuance or operation of any municipal, county, state or federal law, ordinance or executive, administrative or judicial regulation, order or decree, or any local or national emergency, or any other similar cause outside of the control of PROPOSER.
2. PROPOSER shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking disciplinary action with respect to its employees. The CITY reserves the right to initiate an action, up to and including criminal prosecution, against PROPOSER personnel should such personnel create or cause to occur any loss or harm to the CITY's personnel or property.
3. PROPOSER shall submit a Letter of Affidavit for each person assigned to the CITY certifying that the individual does not have a criminal history, possesses a valid California drivers license, valid guard registration issued by the State of California and has met all the hiring and training requirements.
4. PROPOSER employees, before starting an assignment at the CITY, shall pass a drug test, IRCA testing requirements, possess a valid Social Security card, pass all criminal history checks including felonies, misdemeanor convictions for drugs and alcohol, convictions for violence or hate related crimes, reckless driving, or driving while under the influence of alcohol or drugs.
5. The CITY reserves the right to refuse the assignment of any PROPOSER employee it determines will create a liability for the CITY.

DUTIES AND RESPONSIBILITIES

Project Manager

This will be a full time position to the CITY and shall administer the contract on behalf of the PROPOSER, and shall be the liaison between the PROPOSER and The CITY, and meet with the CITY's Agreement Administrator as specified by the CITY. The Project Manager shall be responsible for coordinating officer scheduling, production and updating the Operations Manual, officer disciplinary action, and other special assignments as directed by the CITY.

Supervisor

Under the direction of the Project Manager this position is responsible for directing and supervising the Security Officers assigned during its work shift in ensuring the security of the building or facilities under their control and responsibility. Supervisors shall assign and deploy security staff, direct responses to emergencies and incidents, initiate emergency notifications. Supervisors shall randomly inspect each officer and evaluate each officer assigned during their shift to work at all facilities, and shall inspect and certify the proper operating condition of all patrol vehicles assigned within their areas of responsibility. Supervisors shall also be responsible for the operation and monitoring of a Security Control System Console that may include: Access Control System monitoring and operation, alarm system monitoring and operation; video monitoring/surveillance system monitoring and operation; communications system monitoring and operation and fire system monitoring and operations. Personnel occupying this position must be familiar with the operation of such systems as named above, and by demonstration upon application have a working knowledge of basic computer operations, including using programs designed for transmitting and receiving electronic mail and messages, word processing, spread sheets, and library type files.

Security Officer

Under direct supervision, provide physical security for the CITY assets and personnel through patrolling, access and property control hazard identification and reporting, emergency response, building emergency evacuation and the enforcement of the CITY's Security Policies and Procedures. General duties include escorting, visitors' assistance and identification, lock and unlock assignments, alarm investigation, crowd and traffic control, and assisting in emergency evacuation and drills.

SELECTION REQUIREMENTS

PROPOSER personnel shall meet the following minimum requirements before being assigned to the CITY:

- a) Possess a valid hard guard registration issued by the State of California. A temporary card is not acceptable.
- b) Proof of IRCA eligibility, e.g., Social Security card and green card.
- c) Acceptable comprehensive background check relative to criminal history, driving record, and verification of experience, including drug screening.
- d) Valid California Motor Vehicle Operators License.

- e) One (1) year of experience in security, customer service, loss control, emergency services, public safety, military service or other related fields.
- f) Valid First Aid and CPR certifications.
- g) Have a high school diploma or equivalent.

SELECTION PROCESS

The CITY security staff will participate in the selection process to determine the Project Manager and Supervisors positions. The PROPOSER is expected to make every effort to recruit and retain the highest possible caliber of security personnel. This effort will be demonstrated by providing proof of recruitment efforts, e.g., classified advertisements, ROP and veteran programs.

TRAINING

Basic Training

PROPOSER shall, within 30 days following award of an agreement, certify to the Agreement Administrator as to the satisfactory completion of Basic Training of each of its employees assigned to the CITY. Basic training shall be completed by the PROPOSER prior to assignment. Required training for all Security Officers shall include the following:

- a) Orientation: To include the PROPOSER's Security Program, organizational protocols, public relations, deportment and appearance, reporting and note taking, hazardous materials orientation, review of duties and responsibilities, emergency response overview, and incident reporting and investigation.
- b) Access Control and CCTV Systems (as made available by the CITY): Proper methods of identifying and verifying employees and visitors.
- c) Reporting: Types of reports used by the PROPOSER, where these reports are sent and why they are necessary.
- d) Legal powers and limitation: California Penal Code, use of force, search and seizure, arrest powers. Observation and Patrol: Patrol procedures, crime prevention principles, inspections, and liaison with law enforcement officials.
- e) Emergency Response: Bomb, contamination and terrorist threats, fire safety and evacuation, procedures during earthquakes, and medical emergencies.
- f) Communications Systems: The PROPOSER and allied radio systems, the PROPOSER telephone system, and telephone etiquette.
- g) Traffic Control and Parking: Access control for vehicles, vehicle identification, and on-site parking control.
- h) Report Writing: Basic report writing techniques.
- i) Plus additional training as required

Annual Training

PROPOSER shall develop an annual training program approved by the CITY, for all security employees. The training program will include course description and subject matter, method of instruction and training instructors. This program shall provide PROPOSER employees with the latest requirements, ideas, program and devices available for professional protection and security services. Each Officer assigned to the CITY shall be required to complete the course and pass a written examination to continue under this assignment. The examination shall cover all the subjects under basic training.

PRE-ASSIGNMENT SITE ORIENTATION

Security Officer will not be allowed to perform in a regularly scheduled position without a minimum of eight hours of direct supervision and instruction on any post. A Supervisor or Project Manager must evaluate the performance of any Officer and certify as to their suitability for assignment prior to any regular scheduled work.

PERFORMANCE STANDARDS

1. PROPOSER shall maintain personnel files on each Security Officer assigned to the CITY. Each file shall include proof or documentation of employee having met all employment requirements, initial training, basic and annual training, annual performance evaluations, special training for officer level and assignment, e.g., attendance records, disciplinary records, and certification of CPR and First Aid approved training (within the first 30 days of assignment), etc. and shall be made available to the CITY as necessary.
2. The CITY shall inspect and test all services, equipment or materials furnished or utilized in the performance of services. Such inspections and testing will be conducted in a manner so as not to unduly interfere with PROPOSER ability to carry out its responsible. Should the CITY determine that services and/or equipment or materials used by the PROPOSER are not satisfactory, the CITY shall inform PROPOSER in writing and require PROPOSER to take immediate action to bring such matters into compliance with the terms of the agreement.
3. Should PROPOSER fail to make the necessary changes to comply with the requirements of performance standards, the CITY may elect to procure or furnish services and charge PROPOSER for any cost that is directly related to this issue, or terminate the agreement.
4. A thorough review of performance will be conducted and documented annually for each Security Officer. Each Officer must demonstrate a working knowledge via a written examination and/or observation by the supervisor, in the following areas:
 - a) Emergency response plans, bomb threats and fire/safety evacuation plans.
 - b) All systems, checkpoints, and conditions of normalcy associated with roving rounds.
 - c) The responsibilities associated with after-hour employee escorts to parking facilities.
 - d) Access control procedures as they apply to field locations and office buildings as necessary.
 - e) The duties and responsibilities as outlined in their job description.

- f) Submit written reports, which are grammatically correct and able to be presented for management and/or potential litigation review.
- g) Each entry level and experienced Security Officer shall demonstrate the ability to maintain those skills necessary to ensure initial hiring under this contract.

5. Every regularly assigned Security Officer (those with more than 90 days assignment to the CITY) shall demonstrate, via examination, on-site observation by their supervisor and actual performance, the ability to:

- a) Respond and control emergency situations, as defined within the scope of their responsibility.
- b) Work effectively with law enforcement, fire safety, or other emergency service agencies who may respond to an unusual occurrence at any of the CITY's facilities.
- c) Perform in accordance with the objectives as set forth for all entry level Security Officer and shall adhere to the duties and responsibilities.

6. Every supervisor and manager shall maintain up-to-date knowledge and skills necessary to perform their duties. Supervisors are expected to conduct inspections and testing to ensure compliance with the requirements of the agreement. Supervisors shall visit posted officers to be sure that they understand the requirements of the post and to observe the implementation of those requirements. Supervisors are also expected to periodically perform their own assessment of security and hazardous conditions in addition to patrols made by their assigned personnel.

- a) Meet each of the performance objectives as outlined for all security levels as stated above.
- b) The ability to train and serve as a positive role model for security officers in meeting the requirements of this assignment.
- c) The ability to ensure compliance with the rules, regulations, duties and responsibilities by each subordinate officer assigned to this contract.
- d) The ability to assist in the orientation and training of new and experienced officers assigned to this contract.

The ability to provide assistance and guidance to all Security Officers on matters of policy and operating procedures and personnel matters by; advising subordinates of changes in procedures; informing the CITY of questions, concerns or matters requiring further clarification and direction; scheduling personnel to meet post assignments under normal and emergency conditions; providing accurate time and attendance data for PROPOSER payroll system; and providing documentation of all training to the Agreement Administrator.

UNIFORMS/EQUIPMENT/VEHICLES

1. PROPOSER shall supply each Security Officer with complete uniforms at no cost to PROPOSER employee. PROPOSER shall supply headgear or hats that are appropriate for the assigned post, or as directed by the Agreement Administrator. PROPOSER shall supply jackets/coats, and all rain/foul weather gear required and appropriate for the assigned post or as directed by the Agreement Administrator. Uniforms worn by PROPOSER personnel shall have patches, shoulder patches and other insignia approved by the CITY. Patches shall be worn on the shoulders of dress and field uniforms and on baseball caps. PROPOSER personnel shall

wear the security badge of the firm for whom they work. Dress uniforms will have a silver or gold nameplate. Female Security Officers shall have appropriate uniforms and equipment especially designed for use by women, which shall be provided by the PROPOSER and approved by the CITY. PROPOSER shall supply Project Manager and Supervisor with a blazer for Board functions.

2. Supervisors will monitor the cleanliness and serviceability of officer uniforms. PROPOSER will be required to provide one replacement shirt and pair of trousers per year at no cost to the officers.

- a) Equipment: PROPOSER shall provide the necessary equipment such as flashlights, clipboards, reflective vests and other necessary equipment as approved by the CITY, and the PROPOSER shall furnish hand-held radios.
- b) Firearms: PROPOSER personnel assigned to this contract are not authorized to carry or have firearms in their possession.

3. All vehicles, radios, and other equipment required shall be maintained in good working order throughout the length of the contract.

COMPENSATION AND BENEFITS

1. PROPOSER shall be required to pay all wages, salary, shift pay, taxes and benefits pursuant to state and federal law. PROPOSER shall maintain accurate records of the hours worked and leaves taken for each employee. Timesheets for each employee shall be submitted with the proper invoice. PROPOSER employees shall be paid in full for hours worked at the end of the pay period.
2. All overtime shall have prior approval from the CITY before assigning overtime hours. The Project Manager position shall be considered exempt from overtime pay.

LAWS

PROPOSER shall keep apprised of all laws, labor laws, ordinances, and regulations affecting its employees and of all orders, decrees or tribunals having jurisdiction or authority over the same. PROPOSER shall comply with and shall cause all its agents and employees to observe and apply all applicable laws, ordinances, regulations, orders and decree in effect or which may become effective during the term of the agreement.

ATTACHMENT "B"

PROFESSIONAL SERVICES AGREEMENT

CITY OF DOWNEY PROFESSIONAL SERVICES AGREEMENT

WITH _____
FOR _____ SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____ by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and _____, _____, a California [corporation LLC], with its principal place of business at _____, _____, _____ ("Proposer"). City and Proposer are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Proposer.

Proposer desires to perform and assume responsibility for the provision of certain professional [___ **INSERT TYPE OF SERVICES** ___] services required by City on the terms and conditions set forth in this Agreement. Proposer represents that it has demonstrated competence and experience in providing [___ **INSERT TYPE OF SERVICES** ___] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Proposer to render such services for the [___ **INSERT TYPE OF PROJECT** ___] project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Proposer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [___ **INSERT TYPE OF SERVICES** ___] services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits

attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [___**INSERT START DATE**___] to [___**INSERT ENDING DATE**___], unless earlier terminated as provided herein. Proposer shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by a written amendment to this Agreement signed by the City Manager and Proposer.

3.2 Responsibilities of Proposer.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Proposer or under its supervision. Proposer will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Proposer on an independent contractor basis and not as an employee. Proposer retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Proposer shall also not be employees of City and shall at all times be under Proposer's exclusive direction and control. Proposer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Proposer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Proposer shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Proposer represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Proposer's conformance with the Schedule, City shall respond to Proposer's submittals in a timely manner. Upon request of City, Proposer shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Proposer's performance of the Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Proposer shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Proposer has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Proposer may substitute other personnel

of at least equal competence upon written approval of City. In the event that City and Proposer cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Proposer at the request of the City.

3.2.5 City's Representative. The City hereby designates [**___INSERT NAME OF CITY'S REPRESENTATIVE___**], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Proposer shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Proposer's Representative. Proposer hereby designates [**___INSERT NAME OF PROPOSER'S REPRESENTATIVE___**], or his or her designee, to act as its representative for the performance of this Agreement ("Proposer's Representative"). Proposer's Representative shall have full authority to represent and act on behalf of the Proposer for all purposes under this Agreement. The Proposer's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Proposer agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Proposers and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Proposer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Proposer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Proposer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Proposer represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Proposer shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Proposer's failure to comply with the standard of care provided for herein. Any employee of the Proposer or its sub-Proposers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses

to perform the Services in a manner consistent with the standard of care set forth herein, shall be promptly removed from the Project by the Proposer and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Proposer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Proposer and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Proposer shall be liable for all violations of such laws and regulations in connection with Services. If the Proposer performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Proposer shall be solely responsible for all costs arising therefrom. Proposer shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Proposer's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Proposer shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Proposer shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Proposer shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Proposer, its agents, representatives, employees or subcontractors. Proposer shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Proposer shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal

injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$2,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Proposer shall procure and maintain, and require its sub-Proposers to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Proposer shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Proposer, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Proposer's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Proposer's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Proposer or for which the Proposer is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Proposer's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Proposer's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Proposer.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Proposer shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Proposer shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Proposer shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Proposer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Proposer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are

necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Proposer shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [**___INSERT WRITTEN AMOUNT___**] (\$[**___INSERT NUMERICAL DOLLAR AMOUNT___**]) without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Proposer shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Proposer. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Proposer shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Proposer perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Proposer shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

[INSERT THE FOLLOWING PARAGRAPH ONLY IF PREVAILING WAGES WILL APPLY TO THE PROJECT PURSUANT TO DOWNEY MUNICIPAL CODE SECTION 2935 – OTHERWISE, STRIKE THIS PARAGRAPH AND INSERT THE TERM [3.3.5 Reserved]]

3.3.5 Prevailing Wages. Pursuant to Downey Municipal Code Section 2935, the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects, shall apply to the Project. Proposer agrees to fully comply with such Prevailing Wage Laws. Upon request, City shall provide Proposer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Proposer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request, and shall post copies at the Proposer's principal place of business and at the Project site. Proposer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. If applicable, Proposer shall be registered at all times with the Department of Industrial Relations under the Public Works Contractor Registration Program for Labor Compliance.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Proposer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Proposer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Proposer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Proposer, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Proposer of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Proposer may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Proposer shall be compensated only for those services which have been adequately rendered to City, and Proposer shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Proposer for all services adequately rendered and all reimbursable costs incurred by Proposer up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

- Suspension of the Project or the Proposer's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Proposer to provide all finished or unfinished Documents and Data and other information of any kind prepared by Proposer in connection with the performance of Services under this Agreement. Proposer shall be required to provide such Documents and Data and other information within fifteen (15) days of the City's request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Proposer:

 _____,
 Phone: (____) ____ - ____
 Fax: (____) ____ - ____
Attn: _____, _____

City:

City of Downey
 11111 Brookshire Avenue
 Downey, California 90241
 Phone: (562) 904-7286
 Fax: (562) 923-6388
Attn: City Manager

With a courtesy copy to:

City of Downey
 City Attorney's Office
 11111 Brookshire Avenue
 Downey, California 90241

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Proposer under this Agreement (“Documents & Data”). Proposer shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Proposer represents and warrants that Proposer has the legal right to license any and all Documents & Data. Proposer makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Proposer or provided to Proposer by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Proposer in connection with the performance of this Agreement shall be held confidential by Proposer. Such materials shall not, without the prior written consent of City, be used by Proposer for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Proposer which is otherwise known to Proposer or is generally known, or has become known, to the related industry shall be deemed confidential. Proposer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover

from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification. Proposer shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Proposer, its officials, officers, employees, agents, Proposers and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Proposer shall defend, at Proposer's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Proposer shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Proposer shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Proposer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Proposer shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Proposers. City reserves right to employ other Proposers in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and

any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Proposer include all personnel, employees, agents, and subcontractors of Proposer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Proposer warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure this Agreement. Further, Proposer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Proposer represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Proposer shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Proposer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Proposer has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Proposer shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF DOWNEY,
a California municipal corporation
and charter city**

_____,
a _____

By: _____
Mayor

By: _____
[INSERT NAME]

Its: _____
[INSERT TITLE]

Attest:

City Clerk

Attest:

Secretary

Approved as to Form:

City Attorney

Approved as to Form:

Legal Counsel

EXHIBIT "A"
SCOPE OF SERVICES

[__INSERT DESCRIPTION__]

EXHIBIT "B"
SCHEDULE OF SERVICES

[__INSERT SCHEDULE__]

EXHIBIT "C"
COMPENSATION

[__INSERT SCHEDULE__]