

**CITY OF SAN BERNARDINO**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SAN BERNARDINO  
AND REDWOOD PRIVATE SECURITY, LP**

This Agreement is made and entered into as of October 18, 2023, by and between the City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, CA 92401 ("City"), and **Redwood Private Security, LP** a limited partnership, with its principal place of business at **473 E. Carnegie Drive, Suite 200, San Bernardino, CA 92408** (hereinafter referred to as "Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Citywide Armed and Unarmed Security Guard Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**AGREEMENT**

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A." Total annual cost for services is \$1,912,076.

b. In no event shall the total amount paid for services rendered by Consultant

under this Agreement exceed the sum of **\$1,912,076**. This amount is to cover all related costs, and the City will not pay any additional fees for printing expenses. Consultant may submit invoices to City for approval. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement, unless agreed to by City and Consultant in writing.

6. Term. This Agreement shall commence on the effective date of October 18, 2023, and continue through October 18, 2028, unless the Agreement is previously terminated as provided for herein ("Term").

a. Extension Options. The term of this Agreement may be administratively extended by the City Manager or by his or her designee, for a maximum of four additional one-year terms.

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's

performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare, and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the requirements of the Scope of Work.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. City Business Certificate. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in

this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

16. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of San Bernardino, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage  
(Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage

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(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Consultant shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG

00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location, and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and admitted transacting in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents, or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

l. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or

persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

18. California Labor Code Requirements. Consultant is aware of 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant 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. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

19. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all



subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

21. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.



26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to, and become the property of the City.

27. Organization. Consultant shall assign, Larry Krininger, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**CITY:**

City of San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401  
Attn: Interim City Manager

**CONSULTANT:**

Jason Berckart  
Chief Executive Officer  
473 E. Carnegie Drive, Suite 200  
San Bernardino, CA 92408

**With Copy To:**

City of San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401  
Attn: City Attorney

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. 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.

32. Entire Agreement. This Agreement, including Exhibit "A," represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination

shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, 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 official, 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.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

44. Disciplinary Actions in Phases for Non-Performance. Failure for Consultant to perform its obligations under this Agreement or comply with the Performance Indicators may result in disciplinary action as follows:

(i) Informal Warning (Written or Verbal). Consultant is given a warning in regard to non-performance. If a verbal warning is issued, it will be confirmed with an electronic correspondence to the Consultant.

(ii) Formal Written Warning. A formal written warning is issued to Consultant pursuant to Section 29 of this Agreement. Consultant must respond within 5 to 10 days of receipt of the formal warning. Upon response from the Consultant, Consultant shall be provided with a reasonable time to make corrections to their performance. This time period

(iii) Formal Penalty Issued. A penalty of 15% of the Consultant's current invoice amount or annual contract amount is deducted for non-performance after previous warnings have been issued.

(iv) Termination of Contract. If the performance has not been corrected after all warnings and previous penalties have been exhausted, City may terminate the contract pursuant to Section 21 of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SAN BERNARDINO  
AND REDWOOD PRIVATE SECURITY, LP**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF SAN BERNARDINO**

**CONSULTANT**

APPROVED BY:

*Charles E. McNeely*

**Charles E. McNeely**  
Interim City Manager

**REDWOOD PRIVATE SECURITY**

APPROVED BY:

*Jason Berckart*

ATTESTED BY:

*Genoveva Rocha*

**Genoveva Rocha, CMC**  
City Clerk

**Jason Berckart, CPP**  
Chief Executive Officer

APPROVED AS TO FORM:

*Thomas Rice*

**Best Best & Krieger LLP**  
City Attorney

**EXHIBIT "A"**  
**Scope of Work:**

**Introduction**

The City of San Bernardino ("City") is requesting proposals from qualified vendors to provide armed and unarmed guard services. The city desires to enter into an agreement for professional services with a qualified vendor who can demonstrate competency and experience in providing guard services.

There is no expressed or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request. The City reserves the right to reject any or all proposals submitted.

Proposals will be evaluated by city staff. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions.

**Terms:** For purposes of this scope of services and any related documents, the following terms are defined as:

- **Contract Manager** – The City representative responsible for overseeing the contract and ensuring the vendor services agreement is appropriately followed, including answering questions, making changes, and mediating conflicts. This designation is assigned to the Public Works Facilities and Fleet Division Manager. The Deputy Director of Operations is assigned as the alternate contract manager.
- **Vendor** – This refers to the security guard services contractor and any of their assigned representatives.

**General Description**

The Vendor shall provide appropriately equipped and well-trained, certified, and/or licensed security guards for the protection of the City's employees, the public and the property, and shall plan, schedule, coordinate, and ensure the effective performance of all services described herein. Quality and experience of security guards and the services provided will be a critical element of the contract, as written within this RFP and particularly in the following "Scope of Services (Specifications)".

The following are conditions and specifications covering security guard services at the designated City locations. This scope of services is based on hourly rates and the results will be deemed acceptable if they are able to provide guard services according to the outlined specifications. The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City. The Contract Manager may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined to be necessary and advisable for City hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the scope of services. If during the course of work the Vendor experiences a conflict with the plans/scope of work, the Vendor shall notify the Contract Manager before proceeding with said services.



### **Vendor Service Requirements**

- The Vendor must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to those regarding wages, and cover all rest and meal periods to ensure continuous coverage.
- Agree and ensure that security personnel fully perform their duties in accordance with City imposed policies, procedures, and conditions for continued service at this account.
  - Ensure that security personnel are fully aware of the political sensitivities that exist in a municipal government.
- Schedule security coverage for vacations, holidays, unscheduled absences, and/or other unplanned occurrences. Any costs (including overtime) associated with scheduling vacations, holidays, and absences are the responsibility of the Vendor. These costs must be included in the billing rate.
- Immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Contract Manager representing the Vendor.
- The Vendor shall provide standard uniforms to security personnel. This also includes a visual depiction of uniforms as part of the proposal, including any overcoats, jackets, and head gear.
- The Vendor shall furnish all security personnel with communication equipment (radios, cell phones, etc.).
- The Vendor shall designate a Contract Manager who will ensure all work tasks are performed by each security guard and staff to meet contract obligations and shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. Vendor shall not replace the Contract Manager unless prior written notice is given to and approved by the City.
- The Vendor shall offer a patrol motoring system. Please refer to the "**Reporting and Notification**" section for further system criteria.
- The Vendor shall not be entitled to be paid or reimbursed by the City for any services or any other labor, supervision, or material that is in excess of the Scope of Services.
- The Vendor shall, at the firm's expense, have all assigned guards complete the Vendor's established training program, and shall make evidence of such training available upon request. In addition, the Vendor must provide a copy of their training plan/schedule along with their bid.

**Bidders must acknowledge all requirements of scope of work, previous section, including all categories and sub-points.**

Please Sign and Acknowledge Here: Acknowledged.



If Bidder can provide additional services that are related to the services above, but not mentioned in this section, please list the additional services and detail how they will be beneficial to the city

**BIDDER'S RESPONSE:** RPS can provide any additional services as requested by the City.



### **San Bernardino Municipal Code 9.90.010 Arrest – Citation**

- Pursuant to Sections 836.5, 853.5, and 853.6 of the California Penal Code, security guard personnel as listed in each subsection herein are authorized and empowered to arrest and issue notices to appear for violations of the provisions of the San Bernardino Municipal Code as hereinafter set forth.

### **Security Guard Requirements**

- The Vendor's employees' appearance, personal hygiene, attitude, courtesy, and job knowledge needs to present a favorable image. No smoking, reading unauthorized material, eating, or grooming shall be permitted while guards are in public view.
- No personal phone calls will be permitted, except in an emergency.
- Security guards assigned to each facility shall always maintain strict client confidentiality.
- Must be on time, report to work in a Class A uniform provided by the Vendor, well groomed.
- Always maintain a positive and professional attitude.
- All security personnel are responsible for documenting their daily observations and any security incidents in a formal report and provide electronic copies to the City. Further criteria are noted in the **"Reporting and Notification"** section below.
- Security guards are required to sweep buildings prior to open of business by checking the public areas, restrooms, trash cans, and under benches to ensure that no one has hidden a weapon in the facility overnight.
- Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.
- Confirmation that the assigned patrols were performed using barcode scanning checkpoints.
- Ensure that security personnel remain awake and alert at all times. The vendor shall take appropriate disciplinary action in the event a security officer is found asleep (or appears to be asleep) while on duty.
- Escort City staff to vehicles as requested. A dispatch number will need to be provided to accommodate escort services upon award of contract services.
- Must not be intimidated to approach an upset customer when City staff are talking to the customer.
- Deter unsolicited commotion.
- Escort upset customer out of the building if needed.
- When necessary, the proper police authority shall be summoned. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
- Security guards shall be adequately trained and experienced in their specific duties, and in addition, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried or used.
- Security guards must pass CPR and First Aid Training and remain certified to remain compliant. Training is to be completed every two years.
- All armed security guards require current POST PC 832 arrest and firearm certification, or a valid Security Guard Registration (California Guard Card) of the California Department of Consumer Affairs, Bureau of Collections and Investigations, and Firearm Permit issued by the Bureau of Security and Investigative Services (BSIS).

- All unarmed security guards shall meet the requirements, including a valid Security Guard Registration (California Guard Card) of the California State Department of Consumer Affairs, Bureau of Collections, and Investigations.

**Bidders must acknowledge all requirements of scope of work, previous section, including all categories and sub-points.**

Please Sign and Acknowledge Here: Acknowledged.



If Bidder can provide additional services that are related to the services above, but not mentioned in this section, please list the additional services and detail how they will be beneficial to the city

**BIDDER'S RESPONSE:** RPS agrees to meet all minimum standards and will provide additional professional development training to our employees.

#### **Reporting and Notification**

- Security guards shall log and report daily regarding all serious incidents to the Public Works Facilities and Fleet Division Manager.
  - Items to be documented include, but not limited to, suspicious person, security breaches, system failures, facility maintenance issues, safety hazards, any bomb threats, criminal activity, or incidents that occur to any member of the public.
  - These forms should be used to document any damages, such as graffiti or vandalism, noted at any of the city facilities.
  - Ensure that security personnel document any security incidents on incident report forms and provide electronic copies to the city.
- On a monthly basis, the Vendor will provide a signed and dated work task/frequency sheet verifying all work performed at all locations.
  - A monthly work report shall be signed and dated confirming that the work was accomplished.
- The Vendor must have a patrol monitoring system in place to allow security guards to scan assigned QR-Code checkpoints located at City entrances, doors, window frames, etc.
  - The function is to be used on regular patrol and at special events for tracking to generate real time reports.
  - Guard tours are monitored by the Vendor and City management remotely and sent by email to ensure required patrols are being conducted.
- Customer Service and After-Hours Notification
  - The Vendor is required to have a dedicated after-hours notification line monitored and answered by an employee that can dispatch crews should an after-hour emergency or urgent issue occur.

### **Hours of Operation**

- Work hours vary by department and times are subject to change at any time. The Vendor will be notified by the Facilities and Fleet Division Manager of any changes to department hours, or any adjustments needed to be made to the existing schedule prior to implementation.

### **Requests from the Public**

- The Vendor and its representatives are prohibited from taking direct requests from any residents, park patrons, City staff (not affiliated with the Facilities Maintenance Work Section of the Public Works Department), or any other organizations. The Vendor will make every effort to politely inform the requesting individual or party to contact the Public Works Department, City's Public Information Officer (PIO), or the San Bernardino Help Line at 909-384-7272.

### **Requests from the Media**

- The Vendor and its representatives should not speak to the media on the Department's behalf without approval. All media inquiries should be directed to the Public Works Department, the City's Public Information Officer (PIO), or the San Bernardino Help Line at 909-384-7272.

**Bidders must acknowledge all requirements of scope of work, previous section, including all categories and sub-points.**

Please Sign and Acknowledge Here: Acknowledged.



If Bidder can provide additional services that are related to the services above, but not mentioned in this section, please list the additional services and detail how they will be beneficial to the city

**BIDDER'S RESPONSE:** RPS agrees to comply with the above items.

## LOCATIONS AND AREAS OF SERVICE

For a full description and illustration of areas requiring patrol and/or security checks and illustrated location maps, please see below:

### Front Desk Security Services

#### City Hall Campus

Concierge/front desk security guards provide both security and hospitality services and are responsible for delivering a high level of customer service and providing protection for the occupants of the building.

Location	Number of Guards	Day(s)	Hours
Vanir Tower 290 N. D Street, 1st Floor Lobby	One (1) armed security in uniform	Monday through Thursday	7:00am – 5:30pm
		Friday	7:00am – 4:30pm
201 N. E Street, Bldg. A (South)	One (1) armed security in uniform	Monday through Thursday	7:00am – 5:30pm
		Friday	7:00am – 4:30pm
201 N. E Street, Bldg. B 3 <sup>rd</sup> Floor (North)	One (1) armed security in uniform	Monday through Thursday	7:00am – 5:30pm
		Friday	7:00am – 4:30pm

**Note:** Monday through Friday schedules exclude holidays that are observed by the city.

#### San Bernardino Public Libraries

Concierge/front desk security guards provide both security and hospitality services and are responsible for delivering a high level of customer service and providing protection for the occupants of the building.

Location	Number of Guards	Day(s)	Hours
Norman F. Feldheym Library 555 W. 6th Street	Two (2) unarmed security in uniform	Monday and Tuesday	11:00am – 8:00pm
		Wednesday, Thursday, and Saturday	9:00am – 6:00pm

Paul Villasenor Library 525 N. Mt. Vernon Ave.	One (1) unarmed security in uniform	Monday and Tuesday	11:00am – 8:00pm
		Wednesday, Thursday, and Saturday	9:00am – 6:00pm
Howard M. Rowe Library 108 E. Marshall Blvd.	One (1) unarmed security in uniform	Monday and Tuesday	11:00am – 8:00pm
		Wednesday, Thursday, and Saturday	9:00am – 6:00pm

**Note:** Monday through Friday schedules exclude holidays that are observed by the city. Vendor shall cover all rest and meal periods. Libraries closed on Fridays and Sundays.

### **Security Guard Patrol Services**

#### **City Hall Campus Patrol**

One (1) armed security guard in uniform in a clearly marked security vehicle to patrol during swing and graveyard shifts:

<b>Location</b>	<b>Day(s)</b>	<b>Hours</b>	<b>Additional Duties</b>
City Hall Campus (map included in Exhibit A)	One (1) armed security in uniform; totaling three (3) rover armed guards per day	Monday through Sunday, 24 hours per day	Three 8-hour shifts per day. Escort services shall be available from the hours 4:00pm – 8:00pm. Patrol areas include City Hall parking structure, parking lot, and building exterior.



**City Parks Patrol**

Two (2) armed security guards in uniform in a clearly marked security vehicle to patrol:

<b>Location</b>	<b>Day(s)</b>	<b>Hours</b>	<b>Additional Duties</b>
Bryce Haynes Park 900 N. E Street	Monday through Sunday	6:00pm – 5:00am	Facility and parking lot to be checked by Park Patrol. Clear parking lot and lock outer gate and inner gates/barriers by 10:00pm.
Meadowbrook Park 250 N. Sierra Way	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside gates by 10:00pm.
Wildwood Park 536 E. 40 <sup>th</sup> Street	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside gates by 10:00pm.
Blair Park 1466 W. Marshall Blvd.	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside gates by 10:00pm.
Perris Hill Park 1135 E. Highland Ave.	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside gates by 10:00pm.
Pioneer Cemetery 211 E. 9 <sup>th</sup> Street	Monday through Sunday	6:00pm – 5:00am	Clear parking lot and lock the inner gates/barriers and outer 7 <sup>th</sup> Street gate by 10:00pm.
Delmann Heights Park 2969 Flores Street	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside and inner gates/barriers by 10:00pm.
Norton Recreation Center 1554 E. Townsend Drive	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside and inner gates/barriers by 10:00pm.
Encanto Park 1180 W. 9 <sup>th</sup> Street	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside and inner gates/barriers by 10:00pm.
Nicholson Park 2750 W. 2 <sup>nd</sup> Street	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside and inner gates/barriers by 10:00pm.
Seccombe Park and Lake	Monday through Sunday	6:00pm – 5:00am	Clear parking lot. Lock outside and inner gates/barriers from October



160 E. 5 <sup>th</sup> Street			– March (winter hours) by 6:00pm. Lock outer gate from April – September (summer hours) by 8:00pm.
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**Note:** Summer and Winter hours

### **Vacant or Occupied City Buildings Patrol**

Two (2) armed security guard in uniform in a clearly marked security vehicle to patrol:

Location	Day(s)	Hours	Description of Duties
Carousel Mall 295 Carousel Mall	Monday through Sunday	10:00pm – 6:00am (8- hours per day)	Patrol City owned buildings, parking lots, and plazas in clearly marked security vehicle. Guards shall also patrol on foot to check City buildings that have exterior doors, windows, and any points of entry to assure that they are locked and have not been tampered with.  The Carousel Mall property includes the parking structure and all parking areas surrounding the Mall.
Old Woolworth Building 396 N. E Street			
Convention Center 301 N. E Street			
512 W. 5 <sup>th</sup> Street			
Church Street/D Street			
Church Street/Vale Street			
Sturges Center for Performing Arts 780 N. E Street			
School of Hope 796 E. 6 <sup>th</sup> Street			
400 block N. F Street (west side of street)			
400 block N. D Street (west side of street)			
402 N. D Street (Law Library)			

## Security Guard Roving Services

### City Yard Rover

One (1) armed security guard in uniform in a clearly marked security vehicle to patrol and conduct rover scans:

Location	Day(s)	Hours	Additional Duties/Checkpoint Locations
San Bernardino City Yard 234 S. Mountain View Ave.	One (1) armed guard with vehicle	Monday through Sunday, 9:00pm – 5:00am	Roving and patrolling of yard. There are three entrance gates that should be scanned once an hour.

### City Building Rover (Swing and Graveyard)

One (1) armed security guard in uniform in a clearly marked security vehicle to patrol and conduct rover scans Monday through Sunday, from 10:00pm – 6:00am:

Location	Additional Duties/Checkpoint Locations
Vanir Tower 290 N. D Street	Facility and parking lot to be checked by Patrol. Scanning checkpoint located at: 1) Employee entrance and 2) "D" Street door frame.
201 N. E Street, Bldg. A (South)	Facility area to be checked by Patrol. Scanning checkpoint located at entrance of Building #A window frame.
California Theatre 562 W. 4 <sup>th</sup> Street	Facility and surrounding parking lot to be checked by Patrol. Scanning checkpoint located at front entrance ticket booth.
Animal Services 333 Chandler Pl.	Gates (2) to be checked twice a night by Patrol. Scanning checkpoint located on side door frame.
Norman F. Feldheym Library 555 W. 6 <sup>th</sup> Street	Gates to be checked twice a night by Patrol. Scanning checkpoint located at library drop box.
Rudy C. Hernandez Community Center 222 N. Lugo Ave.	Facility and parking lot to be checked by Patrol. Scanning checkpoint located at: 1) Employee entrance and 2) "D" Street door frame.
5 <sup>th</sup> Street Community Center 600 W. 5 <sup>th</sup> Street	Facility and parking lot on north side to be checked by Patrol. Checkpoint located at rear meter of the building.

Paul Villasenor Library 525 N. Mt Vernon Ave.	Facility and surrounding parking lot to be checked by Patrol. Scanning checkpoint located on outside perimeter of entrance.
Lytle Creek Community Center 380 S. K Street	Facility and parking lot to be checked by Patrol. Scanning checkpoint located in parking lot on blue sign.
Regal Cinema 450 N. E Street	Facility and parking lot to be checked by Patrol, including parking lots to the south, west and north side of the theater. Scanning checkpoint located at loading dock door.
Court Street Square 349 N. E Street	Facility and parking lot to be checked by Patrol. Scanning checkpoint located at 1) Court Square gate and 2) "E" Street end of bridge.

**Note:** Vendor shall cover all rest and meal periods.

### **Rover Money Pick-up and Drop-Off Services**

#### **City Building Rover**

One (1) armed security guard with a clearly marked security vehicle to pick-up and drop-off security bags at the following locations:

<b>Location</b>	<b>Day(s)</b>	<b>Hours</b>	<b>Description of Duties/Notes</b>
Animal Services 333 Chandler Place	Monday through Thursday	Route begins at 8:45am	Pick-up at Animal Shelter Front Rail.
Police Department 710 N. D Street <ul style="list-style-type: none"> <li>Traffic Division Window (1<sup>st</sup> Floor)</li> <li>Finance Department (2<sup>nd</sup> Floor)</li> </ul>	Monday through Thursday	Approximately 9:15am – 9:45am	Two (2) pick-ups: First floor Traffic Division and second floor Finance Department (call for pick-up using the phone on the wall).
Vanir Tower – Finance Department 290 N. D Street, 3 <sup>rd</sup> Floor	Monday through Thursday	Arrive by 10:00am	Drop-off security bags from Animal Services and Police Department.
City Clerk, Business Registration, and Parks & Recreation Departments 201 N. E Street, Bldg. A	Monday through Thursday	Approximately 10:15am – 11:15am	Pick-up at three (3) departments. Business Registration closed for lunch from 1:30-2:30pm. When picking up at the

(South)			Parks & Recreation Department, ring doorbell.
Community and Economic Development 201 N. E Street, Bldg. B (3 <sup>rd</sup> Floor)	Monday through Thursday	Approximately 11:30am – 2:00pm	For Community Development, pick-up from Licensing. For Public Works, pick-up from Accounting Assistant.
Public Works 201 N. E Street, Bldg. B, 2 <sup>nd</sup> Floor (North)			
Norman F. Feldheym Library 555 W. 6th Street	Wednesdays only	Approximate pick-up time is 1:00pm, but may vary	Pick-up at Feldheym Library, which will include other library branches security bags.
Vanir Tower - Finance Department 290 N. D Street, 3 <sup>rd</sup> Floor	Monday through Thursday	Arrive by 2:00 - 3:00pm	Final drop-off.

**Note:** Monday through Friday schedules exclude holidays that are observed by the city. Vendor shall cover all rest and meal periods.

### **Special Events**

The city may request security services for City events which will be outside of the scope listed above. Vendor is to ensure all scope of services are covered and there are no service interruptions due to special event. The city will provide a special event purchase order outside of scope of service. At the established hourly rate defined in this **Cost Proposal Form**.

Vendor will train staff as assigned to the service area or special event in accordance with the expectations set forth by the City.

**Bidders must acknowledge all requirements of scope of work, previous section, including all categories and sub-points.**

Please Sign and Acknowledge Here: Acknowledged.



If Bidder can provide additional services that are related to the services above, but not mentioned in this section, please list the additional services and detail how they will be beneficial to the city

### **BIDDER'S RESPONSE:**

RPS has a staffing plan to ensure all posts are staffed, including during rest and meal breaks as indicated on the schedules. RPS will make suggestions to the City of scheduling changes that may benefit the City's operations.