



**REGIONAL COOPERATIVE AGREEMENT RCA-017-22010008**  
**BETWEEN**  
**THE COUNTY OF ORANGE**  
**AND**  
**UNIVERSAL PROTECTION SERVICE, LP**  
**DBA ALLIED UNIVERSAL SECURITY SERVICES**  
**FOR**  
**ARMED SECURITY GUARD SERVICES**

THIS Contract **RCA-017-22010008** for Armed Security Guard Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and **Universal Protection Service, LP, DBA Allied Universal Security Services**, with a place of business at **1551 N. Tustin Ave., Suite #650, Santa Ana, CA 92705** (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Compensation and Pricing  
Attachment C – Basis of Deductions

**RECITALS**

WHEREAS, County solicited via a Request for Proposal (“RFP”) for Armed Security Guard Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Armed Security Guard Services to County; and

WHEREAS, Contractor agrees to provide Armed Security Guard Services to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, Contractor agrees to accept payment set forth in Contractor’s pricing, attached hereto as Attachment B and incorporated herein; and

NOW THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**GENERAL TERMS AND CONDITIONS**

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein,

and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, the price stated in Attachment B does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees, as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any change of ownership without prior written approval. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

A. If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

**B. Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence \$10,000,000 aggregate \$20,000,000 aggregate if defense costs outside limit
Automobile Liability for owned, non-owned and hired vehicles	\$10,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to **[CEOCPOInsurance@ocgov.com](mailto:CEOCPOInsurance@ocgov.com)**.

**Certificate Holder must state:**

**County of Orange**

**c/o: CEO/County Procurement Office**

**Attn: Insurance**

**1300 S. Grand Ave., Ste. A, 2<sup>nd</sup> Floor, Santa Ana, CA 92705-4434**

Any insurance documents not addressed as shown above will be "Return to Sender".

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or the department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written consent.



- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.
- S. Confidentiality:** Contractor must maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Intentionally Omitted.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. Employee Eligibility Verification:** Contractor warrants that it is and will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.
- County reserves the right to audit and verify Contractor's records before final payment is made.
- Contractor must maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor must include in each subcontract a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such

approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

#### **ADDITIONAL TERMS AND CONDITIONS**

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Armed Security Guard Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
2. **Term of Contract:** This Contract shall commence on October 1, 2021 and continue for five (5) calendar years from that date, unless otherwise terminated by County.
3. **Amendments – Changes/Extra Work:** Contractor shall make no changes to this Contract without County's express prior written consent. In the event that there are new or unforeseen requirements, County with Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.
4. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
  - a. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
  - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.
  - c. Terminate the Contract immediately without penalty.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
8. **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.



For breach or violation of this warranty, County has the right to terminate this Contract in accordance with the Paragraph K, Termination, and, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

9. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
10. **Contractor's Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
11. **Contractor's Project Manager:** Contractor's Project Manager, as specified in Paragraph 33, Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.
12. **County's Project Manager:** County's Project Manager, as specified in Paragraph 33, Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal of Contractor's Project Manager within three (3) calendar days after written notice by County's Project Manager. Contractor shall accomplish the removal of Contractor personnel within two hours of such notice. For security guards and supervisors, Contractor shall remove such security guards and supervisors from the or assignment upon arrival of a replacement security guard or supervisor, unless directed to remove the employee sooner. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel. Contractor shall not reassign removed Contractor personnel to perform work under any other County contract without the advance written consent of County's Project Manager.

13. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange DPA.
14. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the department issuing this Contract.
15. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
16. **Contractor Personnel – Uniform/Badges/Identification:** All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent

must be notified in writing, within seven (7) calendar days of notification of execution of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) calendar days prior to any changes in this procedure.

17. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
18. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
19. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express prior written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
20. **Debarment:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in termination of the Contract. County has the right to terminate this Contract for cause pursuant to Paragraph K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or any voluntary exclusion from participation by any state or federal department or agency.
21. **Default – Re-procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
22. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
  - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  - B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- i. Contractor has made false certification, or
- ii. Contractor violates the certification by failing to carry out the requirements as noted above.

**23. Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
  - i. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
  - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Paragraph K.

- 24. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
- 25. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County

approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

- 26. Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 27. Faithful Performance Bond:** Contractor will provide to County a Faithful Performance Bond in an amount equal to 25% the annual Contract amount. Bonds must be submitted to County on County provided forms within seven (7) calendar days of award notification and prior to the official Contract award. Prior to the provisions of services under this Contract, Contractor agrees to purchase the required bond at Contractor's expense and to deposit with County the required bond necessary to satisfy County requirements and to keep such bond on deposit with County during the entire term of this Contract. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to County Offices of County Counsel and Risk Management and in accordance with the General Conditions.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by County from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

County shall return bonds to Contractor after successful completion of all Contractor's obligations and services required under the Contract.

- 28. Fidelity/Dishonesty Bond:** Each armed guard provided under this Contract shall have at the time of service (a) a Fidelity/Dishonesty Bond for no less than \$100,000 per occurrence; or (b) an Employee Dishonesty/Crime Policy including coverage for clients' property with a minimum limit of \$100,000 including the County of Orange/John Wayne Airport as Loss Payee, as its interests may appear. Said bond or insurance policy shall remain in full force and effect for the duration of the Contract.
- 29. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply



shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 30. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 31. News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from County through the County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
- 32. No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 33. Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**Contractor:** **Universal Protection Service, LP,  
DBA Allied Universal Security Services**  
Attn: Steve Nsaif, Project Manager  
1551 N. Tustin Ave., Suite #650  
Santa Ana, CA 92705  
Phone: 714-231-5872  
Email: [steve.nsaif@aus.com](mailto:steve.nsaif@aus.com)

**cc:** Attn: Tad Garabedian, Government Specialist  
Phone: 213-800-2996  
Email: [tad.garabedian@aus.com](mailto:tad.garabedian@aus.com)

**County:** **County of Orange  
County Executive Office/County Procurement Office**  
Attn: Sapreena Leoso, County Deputy Purchasing Agent  
1300 S. Grand Ave., Bldg. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434  
Phone: 714-567-7363  
Email: [Sapreena.Leoso@ocgov.com](mailto:Sapreena.Leoso@ocgov.com)

- 34. Orderly Termination:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon prior written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective

date of the termination that meet the requirements of the Contract according to the compensation provisions contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in this Contract. Upon termination or other expiration of this Contract, each Party must promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

35. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
36. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
37. **Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
38. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services.
39. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
40. **Regional Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor must include in any contract entered into with another agency or entity that uses the terms and pricing of this Contract, a contract provision that states Contractor will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Any contract that attempts to use the terms and pricing of this Contract without this contract provision is not permitted under this Contract. Further, the failure to include the contract provision will be considered a material breach of this Contract and grounds for County to immediately terminate the Contract for cause. The cooperative entities using this Contract are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor is required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.

41. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
42. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

43. **Security Requirements:** Upon request by County department and at Contractor's expense, Contractor shall with the respect to all employees of Contractor performing services hereunder:
  - A. Perform background checks as to past employment history; Contractor may not rely on County's background security clearance as set forth in Paragraph 52, Background Clearance.
  - B. Inquire as to past criminal felony convictions.
  - C. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

Only those Contractor employees who pass the background check may be assigned to provide security guard services under this Contract.

44. **Background Clearance:** Upon request by County department at any time and at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor must email a list of current employees who will be assigned to perform services under this Contract to the corresponding department Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance. Contractor must email the department Project Manager anytime a Contractor's employee is newly assigned to perform services under this Contract so that the department can conduct a background investigation of the newly assigned employee. Contractor also must email the department Project Manager the name of the separation of any approved employee who leaves Contractor's employment within thirty (30) calendar days of such separation.

With Contractor's cooperation, County may conduct a background investigation on each Contractor employee identified as assigned to perform services under this Contract. The background investigation may include, but not limited to, an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. Only those Contractor employees who pass the background clearance may be assigned to provide security guard services under this Contract. County will not provide to Contractor any information obtained through County's background investigation. The security clearance request is valid for five (5) years from the date of issuance or until the Contract expires or the employee separates from Contractor. Contractor must submit a timely updated security clearance

request for an employee. If there is a lapse in security clearance, Contractor must remove and replace the employee from performing services under this Contract. County may deem a repeated failure of Contractor to provide timely updated security clearance requests as a material breach of this Contract and terminate this Contract for cause pursuant to Paragraph K, Termination.

45. **Non-Exclusivity:** Nothing herein shall prevent County from providing for itself or obtaining from any third party, at any time during the term or thereafter, services in any way analogous, similar, or comparable to the services being provided under this Contract. Nor shall anything in this Contract be construed or interpreted as limiting County's right or ability during the term to increase or decrease its demand for the services being provided under this Contract.
46. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
47. **Waivers:** Failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or options on any future occasion.
48. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq..
49. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
50. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
51. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
52. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
53. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
54. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - A. Withholding payments to the Contractor under the contract until the Contractor complies; and/or



B. Cancelling, terminating, or suspending a contract, in whole or in part.

55. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
56. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES\***

If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Steve Claton

President

Print Name

DocuSigned by:



Title

9/30/2021

Signature

Date


Print Name

Title

Signature

Date

\*\*\*\*\*

**COUNTY OF ORANGE A political subdivision of the State of California**

Deputy Purchasing Agent

Print Name

Title



9/30/2021

Signature

Date

**ACTION BY WRITTEN CONSENT  
OF THE GENERAL PARTNER OF  
UNIVERSAL PROTECTION SERVICE, LP**

August 16, 2021

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The undersigned general partner (the "General Partner") of Universal Protection Service, LP, a California limited partnership (the "Company"), acting in such capacity, hereby adopts the following resolutions pursuant to California law, the operating agreement of the General Partner and the Limited Partnership Agreement of the Company, which authorize the General Partner to so act:

RESOLVED, that the following employee of the Company, Steven Claton, President, Southwest Region, is hereby authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following solicitation:

Request for Proposals No. 017-C028804-SL Armed Security Guard Services, Issued by the County of Orange, CA, County Executive Office/County Procurement Office on July 22, 2021,

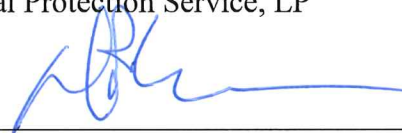
including without limitation, executing and delivering in the Company's name and on its behalf bids or proposals for service contracts, service contracts, and other documents concerning bids or proposals for service contracts, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further

RESOLVED, that all actions previously taken by the Company and/or Steven Claton, in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned general partner of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

Universal Protection GP, LLC general partner of  
Universal Protection Service, LP

By:



\_\_\_\_\_  
David I. Buckman  
Secretary

## ATTACHMENT A SCOPE OF WORK

### I. GENERAL INFORMATION

Respondent shall provide Armed Security Guard Services to various departments located throughout the County of Orange. Armed Security Guard Services are requested on a scheduled and as-needed basis and usage is not guaranteed. Location(s) may be added or deleted, and service hours may be increased or decreased at a given location at any time during the term of the Contract. Assignments include armed supervisor (24/7) and armed vehicle gate post (24/7). Assigned supervisors and security guards are considered a part of County departments security policy that utilize the Contract and will work closely with County's Project Manager and/or designee.

### II. COMMAND CENTER

Contractor shall maintain a fully staffed operation dedicated to County 24 hours a day/7 days a week/365 days a year for the purpose of monitoring services under this Contract.

### III. CONTRACTOR RESPONSIBILITY

Contractor shall:

- A. Provide security guards and supervisors as requested by County on an as-needed basis and on a 24-hour, seven-days-per-week basis, including during normal County business hours, after hours, and County-recognized holidays.
- B. Must be able to provide personnel who can pass security/background check requirements for security badge issuance, as listed in the Proposed Model Contract.
- C. Provide security guards and supervisors who are capable of exercising sound judgment under both routine and stress conditions.
- D. Provide a small vehicle for supervisor transportation between the various security posts.
- E. Provide security guards who can complete standard reports and other performance reports as directed and as necessary for measuring productivity and quality of security services.
- F. Provide security guards that are physically able to perform all of the required duties.
- G. Provide security guards that have the ability to communicate with the County Project Manager and other authorized staff at all times during their shift.
- H. Provide security guards that have been thoroughly:
  - 1. Trained in their capacity as security guards.
  - 2. Trained in the requirements of this Contract.
  - 3. Trained on the facility included under this Contract.
  - 4. Trained on the procedures included under this Contract.
- I. Assign fully trained security guard(s) for the assignment and maintain fully trained security guard(s) on that assignment except for illness, injury or excused absence.
- J. Provide replacement security guards who are trained and knowledgeable on assigned tasks and responsibilities.
- K. Ensure that security guards remain on duty, and are performing the assigned duties, throughout the entire designated shift. **Late arrivals and absences are not acceptable.** In the event that a security guard is unable to report on time for a work shift or to report for a work shift, Contractor shall advise County's Project Manager prior to the scheduled starting time and shall provide a substitute security guard within one hour of the scheduled work shift.



- L. Provide direction and assistance to security guards.
- M. Ensure security guards have been and are trained in all necessary equipment, including transportation, required to complete their assignment(s).
- N. Enforce Zero Tolerance Drug Testing on security guard personnel assigned to perform services, without additional cost to County.
- O. Provide a security guard schedule with names a minimum of seven (7) calendar days in advance.
- P. Immediately remove any security guard from assignment upon instructions of County's Project Manager.
- Q. Change, add, delete, or modify assignments as requested and directed by County's Project Coordinator.
- R. Comply with the meal break and rest break and overtime laws and regulations of the State of California.
- S. Provide the following security personnel:
  - 1. An on-site Account Manager dedicated to specific County Departments, if requested, to manage the day-to-day security post operations, administrative tasks, training, logistics coordination, reporting, hiring/selection, new hire on-boarding, scheduling, payroll, training, coaching, developing, disciplinary action, terminations, supporting security supervisors and guards, and serve as the primary point of contact for the County's Project Manager. This manager must have a minimum of 5 years of management experience overseeing a comparable size private security account with over 7,000 employee hours worked per month. Reference detailed position requirements below.
  - 2. Two patrolling field supervisors with the responsibility of supervising and supporting on-duty personnel, providing breaks, short term schedule coordination such as unplanned time off, on-the-job training, customer service, conflict resolution, coordination with on-duty County personnel, and support to security guards. Supervisors must have a minimum of 5 years of private security, military, law enforcement, or comparable security industry experience. Reference detailed position requirements below.
  - 3. Security Guards to staff all County Department posts. Guards must have a minimum of 2 years of private security, military, law enforcement, or comparable security industry experience. Reference detailed position requirements below.
- T. Ensure all personnel employed for the purpose of performing duties under the Contract must:
  - 1. Be a legal resident of the United States.
  - 2. Understand that they will be interacting with a diverse group of patrons, the traveling public, County employees, tenants, and stakeholders.
  - 3. Understand that they will be communicating in-person, via radio, and via telephone.
  - 4. Effectively communicate and follow written and oral instructions in English.
  - 5. Exhibit character and demeanor that is pleasant and courteous to clients and staff at all times.
  - 6. Must exhibit professional and respectful verbal and written communication.
  - 7. Security guards must have two (2) year's experience as a state-licensed security guard.
  - 8. Be able to comply with written Standard Operating Procedures (SOP), regulations, and Post orders.
  - 9. Be sensitive to the wide range of ethnic diversity of patrons, public and staff.
  - 10. Be physically and mentally capable of performing assigned tasks.
  - 11. Be able to perform duties outlined with authority, quickly, quietly; yet not abusive, abrasive or threatening.
  - 12. Be thoroughly trained:

- In general customer service, traffic safety, and vehicle inspection training prior to post assignments.
  - On all necessary equipment, including transportation, radio use, cell phone use, daily activity report requirements, and other tasks required to complete their assignment(s).
  - To perform their roles as security guards, supervisors, and manager.
  - On the requirements of this Contract.
  - On the facility included under this Contract.
  - On the procedures included under this Contract.
- U. Contractor shall make available to County the following employment information for each assigned security guard:
1. Employee name
  2. Employer name
  3. Initial hire date
  4. Total employment time with employer in months and/or years
  5. Job title or position
  6. Licenses/Permits:
    - Copy of California Private Patrol Operators License
    - Copy of California Department of Consumer Affairs, Bureau of Security and Investigative Services, Security Guard Permit (for all security guards).
    - Copy of California Department of Consumer Affairs, Bureau of Security and Investigative Services, Firearms Permit (for all armed security guards).
- V. Contractor shall be liable for any damage or injury resulting from the accidental discharge of a security guard's or supervisor's firearm. Contractor shall fully cooperate with County in the investigation of such situations, including but not limited to, providing any documentation requested by County's Project Manager and allowing Contractor employees to be interviewed by County at a County facility.

#### IV. CONTRACTOR'S FIELD SUPERVISOR REQUIREMENTS AND RESPONSIBILITIES

Field Supervisors shall:

- A. Have a minimum of 5 years of private security, military, law enforcement, or comparable security industry experience.
- B. Successfully pass security/background check requirements to receive an ID Badge by County Departments, when needed.
- C. Exercise sound judgment under both routine and stressful conditions.
- D. Complete standard reports and other performance reports as directed and as necessary for measuring productivity and quality of security services.
- E. Be physically able to perform all of the required duties.
- F. Provide direction and assistance to security guards.
- G. Professionally and respectfully communicate with County's Project Manager and other County Department employees, tenants, and stakeholders at all times during their shift.
- H. Provide direct oversight to on-duty security guards.
- I. Perform duties pursuant to the specific post orders, approve all reports, and ensure appropriate follow-up distribution.
- J. Maintain an accurate record showing the name of every employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

- K. Provide relief of assigned guards for breaks, lunch, emergencies or similar instances, as required by the Parties or by law.
- L. Supervisors may be assigned minimal tasking as mutually agreed upon by Contractor and County.
- M. Provide lessons learned, shift briefing topics, post order amendments, and other safety/security information to security guards throughout their shift.
- N. Provide recurrent and remedial training to security guards.
- O. Document all training activity and provide to the on-site Account Manager.
- P. Attend meetings and other training upon request of County Department.
- Q. Ensure that security guards remain on duty and are performing the assigned duties throughout the entire designated shift. Late arrivals, abandoned posts, and early departure of personnel are not acceptable.

**V. SECURITY GUARD SERVICES TO BE PROVIDED**

Security Guards shall:

- A. Report to the site on or before the designated start of shift ready to begin work.
- B. Check in with County's Project Manager or designated County Department representative upon arrival to inquire if there are any special situations/circumstances he/she should be aware of on that day.
- C. Document the supervisor, manager, or County Department representative they spoke to upon arrival for their shift.
- D. Observe and report any suspicious activities to Sheriff's Department at (949) 252-5000.
- E. Report security problems to Sheriff's Department at (949) 252-5000 immediately.
- F. Request the assistance of Sheriff at (949) 252-5000, if any individual becomes abusive or unmanageable.
- G. Record the date and time for each patrol in the Daily Activity Report (DAR).
- H. Prepare DAR recording all patrols, incidents, and other pertinent data.
- I. Complete, sign and provide a written report of all incidents and occurrences to County's Project Manager within 24 hours of the incident.
- J. Report damage problems to County's Project Manager.
- K. Discourage individuals from gathering/meeting in a disruptive way or in any way.
- L. Immediately respond to each page/call.
- M. Check out with their supervisor or manager prior to leaving their post assignment.

**VI. SECURITY GUARD REQUIRED EQUIPMENT, INFORMATION AND UNIFORMS**

- A. Contractor shall provide each security guard:
  - 1. With County Departments SOPs, Post Orders, necessary training and reference material specific to each post.
  - 2. A pager, radio, or cell phone with batteries and back-up batteries with charging equipment.
  - 3. Operable flashlights and rain gear during inclement weather.
  - 4. Appropriate report forms.
  - 5. Telephone numbers for emergency services (fire, theft, medical emergency, etc.).
  - 6. Emergency telephone numbers for Contractor and principal representatives of Contractor.
  - 7. A copy of Contractor's company rules and operating procedures. Contractor shall submit a copy of the company rules and operating procedures to County's Project Manager.

8. Company provided email.
  9. Laptop or additional mobile device (i.e. tablet, iPad, etc.) to document electronic daily activity reports. (NOTE: If electronic daily activity reports can be completed via the mobile phones, disregard the need for laptop or additional mobile device.).
  10. Ensure that each armed security guard has a copy of the post orders for the assigned location.
  11. Uniforms and PPE detailed below.
- B.** County shall provide to Contractor:
1. Post order, regulatory, procedure and training content.
  2. 800MHz radio (Public Safety portable radio equipment).
  3. Access to restroom facilities.
  4. Emergency and routine County contact information.
  5. Access to office space, limited internet access, and phone connection for supervisors and management personnel.
- C.** Contractor shall require each armed security guard to wear clean, pressed, un-torn, and properly fitted uniforms at all times; consisting minimally of the following items, unless otherwise further noted under the terms of this Contract:
1. Trousers/Skirt
  2. Shirt/Blouse
  3. Belt
  4. Socks and Shoes
  5. Shoulder patch on both arms
  6. Rain gear (as needed)
  7. Picture Identification
  8. Name Tags
  9. Jacket with Company insignia (as needed)
  10. Safety vests with "Security" printed on the back for curbside traffic officers
  11. Other PPE, as required by Contractor or County Department
  12. Legally Registered Firearm
- D.** Contractor shall replace worn or torn uniforms at Contractor's expense. County reserves the right to approve or have input on uniform style, color, appearance, and proper fit.

## **VII. SECURITY GUARD POST ORDERS**

- A.** Guard Post Orders:
1. An initial copy of all Guard Post Orders will be provided to Contractor by County's Project Manager.
  2. Additional copies of Guard Post Orders will be provided at each guard post for use by security guard staff.
  3. An updated copy, if needed, of Guard Post Orders will be provided to Contractor in accordance with the notice provisions herein. The updated copy will be effective immediately upon issuance.



**B. General content of Guard Post Orders:**

1. Guard Duties
2. Department Emergency Notification Telephone Numbers and Procedures
3. Hours of Operation
4. Security System Operating Instructions
5. Facility Maps
6. Specific Attention Items

**C. County's Project Manager or designee may issue special instructions on a daily basis in addition to General Post Orders to address specific conditions (e.g., access to a designated Contractor personnel for afterhours work, etc.).****VIII. SECURITY GUARD POSTS – JOHN WAYNE AIRPORT ONLY****A. Contractor shall maintain minimum staffing for the following airport security positions and posts. All personnel must complete the required background checks and training to receive an Airport-issued Security Identification Display Area Badge, as well as John Wayne Airport (JWA) post-specific training.**

<b>POSITIONS/SECURITY GUARD POSTS</b>	<b>APPROXIMATE DAILY WORK HOURS</b>	<b>WORK DAYS</b>
Account Manager	Minimum of 8 hours per day	Monday - Friday. On call for emergency incidents
Supervisors (Day Shift and Swing Shift)	16 hours	7 days per week
Supervisor (Graveyard Shift)	8 hours	7 days per week
Guard - Vehicle Access Post #1	24/7	7 days per week
Guard - Vehicle Access Post #2	24/7	7 days per week
Guard - Vehicle Access Post #3	24/7	7 days per week
Guard - Vehicle Access Post #4	8 hours	Monday - Friday
Guard - Terminal Exit Post	16 hours	7 days per week
Guard - Concession Product Delivery Post	16 hours	7 days per week
Guard - Terminal A Departure Curbside Traffic	16 hours	7 days per week
Guard - Terminal A Arrival Curbside Traffic	16 hours	7 days per week
Guard - Terminal B Departure Curbside Traffic	16 hours	7 days per week
Guard - Terminal B Arrival Curbside Traffic	16 hours	7 days per week
Guard - Terminal C Departure Curbside Traffic	16 hours	7 days per week

Guard - Terminal C Arrival Curbside Traffic	16 hours	7 days per week
Guard - Temporary, Short-Term Security Post(s)	As needed	As needed

- B.** Complete all company, Airport ID Badge, and JWA security guard post specific training.
- C.** Post-specific training would focus on traffic control procedures as well as customer service and emergency response protocols. Contractor's security guards must enforce security rules and regulations, as well as loading and staging rules as prescribed by County. Security guards must help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e., Uber/Lift/taxi service). Security guards must monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and must monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.
- D.** The lead officer would be tasked with supervising this detail exclusively and would act as a roving breaker. No post would be unattended under this scenario and no California meal break and rest break laws would be violated.
- E.** Contractor must provide the addition of an armed officer post located at the Cargo Gate. The Cargo Gate officer is responsible for access control, specifically unauthorized entry, inspection of access credentials, etc. at the Cargo Gate. Deployment proposed:
- **2:00pm – 8pm Monday through Friday**
- F.** Contractor's failure to provide armed security guard services shall require JWA/Sheriff Operations to provide back-up. Contractor shall be charged the current hourly rate, including benefits and County overhead, for the Sheriff Special Officer to the nearest quarter hour and the Administrative Cost as listed in Attachment C – Basis of Deductions. The current hourly rate inclusive of all benefits as of July 1, 2011 is \$65.35.
- G. Description of Additional positions**
- 1. Curbside Unarmed Guard:** Unarmed security guards who are trained to perform traffic control procedures as well as customer service and emergency response protocols. These unarmed security guards must enforce security rules and regulations, as well as loading and staging rules as prescribed by JWA. Security guards must help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e., Uber/Lift/taxi service). Security guards must monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and must monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.
  - 2. Curbside Lead Guard:** The curbside lead guard will assist curbside guards perform same traffic control procedures and customer service. Lead guards will provide supervisory oversight of curbside program and will provide meal and rest breaks for the curbside guards.

3. **Armed Cargo Gate Guard:** Armed cargo gate guard is subject to the same training, backgrounding, and qualifications of a standard armed guard on the Contract. This guard must monitor access control of cargo gate during operating hours in which cargo will be entering and leaving the cargo gate. Guard must check all credentials for access and deny any unauthorized access.

#### H. **ON-SITE ACCOUNT MANAGER REQUIREMENTS AND RESPONSIBILITIES**

On-Site Account Manager shall:

1. Have a minimum of 5 years of management experience overseeing a comparable size private security account with over 7,000 employee hours worked per month.
2. Successfully pass security/background check requirements to receive ID Badge when needed by County Departments.
3. John Wayne Airport Only: Complete all company, Airport ID Badge, and JWA security guard post specific training.
4. Be physically able to perform all of the required duties.
5. Exercise sound judgment under both routine and stressful conditions.
6. Oversee day-to-day private security operations to include hiring/selection, new hire onboarding, scheduling, payroll, training, coaching, developing, disciplinary action, termination, primary point of contact for the County's Project Manager, and supporting security supervisors and guards.
7. Perform administrative functions such as preparing and maintaining notices, meeting agendas, training guides, training sign-in sheets, shift briefing documents, and maintain employee training records required by Contractor.
8. John Wayne Airport Only: Develop, implement, and maintain operational procedures and training based on content provided by JWA.
9. John Wayne Airport Only: Provide initial, recurrent, on-the-job and remedial training specific to the company and to JWA post procedures.
10. Develop employees in both technical and professional skills through performance management.
11. John Wayne Airport Only: Build, improve, and maintain effective relationships with JWA divisions, County departments, tenants, stakeholders, and customers.
12. John Wayne Airport Only: Ensure all contractual scheduled hours are covered with professional, fully trained, Airport ID Badged personnel.
13. Ensure that security guards and supervisors remain on duty and are performing the assigned duties throughout the entire designated shift. Late arrivals, abandoned posts, and early departure of personnel are not acceptable.
14. John Wayne Airport Only: Attend regular meetings and training with JWA employees, tenants, and stakeholders.
15. John Wayne Airport Only: Take a proactive role in maintaining regular communication with the Airport Contract Manager regarding day-to-day security conditions, actions, and needs.
16. Handle any escalated security issues or emergency situations.
17. Procure, inventory, and maintain all equipment and supplies related to the account to include, but not limited to, mobile devices, uniforms, Personal Protective Equipment (PPE), vehicles, and computers.
18. Complete company Authorized Signatory responsibilities related to the ID Badge process and communication which includes the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge

audits, resolution to safety/security violations caused by the organization's employees.

**I. SECURITY GUARD UNACCEPTABLE BEHAVIOR**

Armed Security guard(s) employed for the purpose of performing duties under Contract shall not:

1. Carry batons, mace, or pepper spray while working on County property unless approved by County's Project Manager.
2. Wear head phones, listen to music, smoke, groom, or read unauthorized materials while on duty.
3. Conduct personal phone calls except in the event of an emergency.
4. Enter any area designated "off limits" by County's Project Manager except as needed to respond to an emergency.
5. Bring any type of electronic equipment, device, machine, or appliance for personal use on County property without prior approval from the County's Project Manager.
6. Bring visitors (including children and relatives) on the work site.
7. Use any County equipment (copy machines, faxes, computers, etc.).
8. Use any County telephone except as specifically needed to perform assigned duties.
9. Attempt to force or enforce corrective action (other than escort individuals from the premises).
10. Have any felony convictions, outstanding warrants, crimes of moral turpitude, and crimes involving domestic violence.
11. Be under the influence of drugs or alcohol while on duty.
12. Accept any gratuities.

**J. SCHEDULING**

1. Overtime must be authorized in advance by County's Project Manager or designated representative.
2. County, at its option, may adjust the schedule at any given location at any time during the term of the Contract upon written notice to Contractor. Charges will be adjusted, as necessary, based on the hourly rates stated in Contract.
3. County, at its option, may adjust the designated tasks at any time during the term of the Contract upon written notice to Contractor.

**K. VEHICLE GATE KEYS**

If guard gate keys are lost by Contractor's employees, Contractor shall notify Sheriff's Department immediately at (949) 252-5000.

**L. ADDITIONAL SERVICES/EMERGENCIES**

Contractor may be asked to provide additional armed services including for any substantially similar type of work not stated elsewhere in this Scope of Work. Additional services will be paid by the hourly rate as listed in Attachment B – Pricing and Compensation with no minimum amount of hours required per request.

Upon County's written request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County's Project Manager's written approval prior to commencing any additional work.

**M. QUALITY ASSURANCE**



County will monitor Contractor's performance under this Contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance of the services set forth in this Attachment A. Any Contractor deficiencies that County determines are significant or continuing and that may jeopardize Contractor's performance of the Contract will be reported to Contractor. Contractor must provide a report, to be approved by County, within three (3) calendar days. The report must include improvement/corrective action measures to be taken by Contractor to rectify the deficiencies. If improvement does not occur consistent with the corrective action measures, County may terminate the contract in whole or in part.

## ATTACHMENT B COMPENSATION AND PRICING

### I. COMPENSATION

This is fixed fee Contract between County and Contractor for Armed Security Guard Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs "C" – Amendments and "P" – Changes of the Contract's General Terms and Conditions.

### II. PRICING

County will pay the following fees in accordance with the provisions of the final negotiated Contract. **Hourly rates shall be all inclusive of costs for the work, including but not limited to, the following; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.** Payment shall be as follows:

Description	Unit	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Armed Security Guard Regular Rate	Hour	\$30.56	\$31.48	\$32.42	\$33.39	\$34.39
Armed Security Guard Holiday Rate	Hour	\$45.84	\$47.22	\$48.63	\$50.09	\$51.59
Unarmed Security Guard Regular Rate	Hour	\$24.74	\$25.48	\$26.24	\$27.03	\$27.84
Unarmed Security Guard Holiday Rate	Hour	\$37.11	\$38.22	\$39.36	\$40.55	\$41.76
Armed Security Guard Supervisor Regular Rate	Hour	\$34.92	\$35.97	\$37.05	\$38.16	\$39.30
Armed Security Guard Supervisor Holiday Rate	Hour	\$52.38	\$53.96	\$55.58	\$57.24	\$58.95
Unarmed Security Guard Supervisor Regular Rate	Hour	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Unarmed Security Guard Supervisor	Hour	\$43.65	\$44.96	\$46.31	\$47.70	\$49.13

Holiday Rate						
Account Manager Regular Rate	Hour	\$55.17	\$56.83	\$58.53	\$60.29	\$62.10
Vehicle	Monthly	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00

**JOHN WAYNE AIRPORT PRICING**

<b>Year 1</b>	
<b>Description</b>	<b>Hourly Rate</b>
Armed Security Guard - Standard Officer & Sida Cleared	\$30.56
Armed Security Guard - County Backgrounded for Sensitive Sites	\$36.38
Unarmed Security Guard - Standard Officer & Sida Cleared	\$24.74
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$29.10
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$34.92
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$40.74
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$29.10
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$34.92
Armed Site Supervisor - Standard Officer & Sida Cleared	\$30.56
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$43.65
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$27.65
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$36.38
Account Manager	\$55.17
<b>Description</b>	<b>Monthly Rate</b>
Vehicle	\$1,200.00
<b>Year 2</b>	
<b>Description</b>	<b>Hourly Rate</b>
Armed Security Guard - Standard Officer & Sida Cleared	\$31.48
Armed Security Guard - County Backgrounded for Sensitive Sites	\$37.47
Unarmed Security Guard - Standard Officer & Sida Cleared	\$25.48
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$29.97
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$35.97
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$41.96
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$29.97
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$35.97
Armed Site Supervisor - Standard Officer & Sida Cleared	\$31.48
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$44.96
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$28.48
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$37.47
Account Manager	\$56.82
<b>Description</b>	<b>Monthly Rate</b>
Vehicle	\$1,200.00
<b>Year 3</b>	
<b>Description</b>	<b>Hourly Rate</b>
Armed Security Guard - Standard Officer & Sida Cleared	\$32.43
Armed Security Guard - County Backgrounded for Sensitive Sites	\$38.59
Unarmed Security Guard - Standard Officer & Sida Cleared	\$26.25
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$30.87
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$37.05
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$43.23
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$30.87

Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$37.05
Armed Site Supervisor - Standard Officer & Sida Cleared	\$32.43
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$46.31
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$29.34
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$38.59
Account Manager	\$58.52
<b>Description</b>	<b>Monthly Rate</b>
Vehicle	\$1,200.00
<b>Year 4</b>	
<b>Description</b>	<b>Hourly Rate</b>
Armed Security Guard - Standard Officer & Sida Cleared	\$33.41
Armed Security Guard - County Backgrounded for Sensitive Sites	\$39.75
Unarmed Security Guard - Standard Officer & Sida Cleared	\$27.04
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$31.80
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$38.16
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$44.53
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$31.80
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$38.16
Armed Site Supervisor - Standard Officer & Sida Cleared	\$33.41
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$47.69
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$30.21
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$39.75
Account Manager	\$60.27
<b>Description</b>	<b>Monthly Rate</b>
Vehicle	\$1,200.00
<b>Year 5</b>	
<b>Description</b>	<b>Hourly Rate</b>
Armed Security Guard - Standard Officer & Sida Cleared	\$34.41
Armed Security Guard - County Backgrounded for Sensitive Sites	\$40.94
Unarmed Security Guard - Standard Officer & Sida Cleared	\$27.85
Unarmed Security Guard - County Backgrounded for Sensitive Sites	\$32.76
Armed Security Shift Supervisor - Standard Officer & Sida Cleared	\$39.31
Armed Security Shift Supervisor - County Backgrounded for Sensitive Sites	\$45.87
Unarmed Shift Supervisor - Standard Officer & Sida Cleared	\$32.76
Unarmed Shift Supervisor - County Backgrounded for Sensitive Sites	\$39.31
Armed Site Supervisor - Standard Officer & Sida Cleared	\$34.41
Armed Site Supervisor - County Backgrounded for Sensitive Sites	\$49.12
Unarmed Site Supervisor - Standard Officer & Sida Cleared	\$31.11
Unarmed Site Supervisor - County Backgrounded for Sensitive Sites	\$40.94
Account Manager	\$62.08
<b>Description</b>	<b>Monthly Rate</b>
Vehicle	\$1,200.00

**\*Faithful Performance Bond for 25% of annual subordinate contract amount is required.**

- A. Overtime Definition:** Overtime is described as over 40 hours per week. Overtime rates will only be paid with prior approval by COUNTY. Overtime will not be paid for holidays unless 40 consecutive hours have previously been worked.

**Note:** The County reserves the right to add or delete classifications through the term of the Contract.



**III. INVOICE INSTRUCTIONS**

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address;
- B. Contractor's remittance address (if different from above);
- C. Name of County Department;
- D. Contract number (must be referenced on all invoices);
- E. Service date(s) – Monthly;
- F. Service description, including job classifications and hourly rates of Contractor's staff who worked on the assignment;
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN); and
- H. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**Invoices shall be forwarded to: Provided by requesting Department**

**IV. DISCOUNTS AND PRICING STRUCTURE**

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract. Contractor shall provide the list price and discount price on all invoice(s).

**V. PAYMENT TERMS**

Contractor shall be paid no more frequently than monthly, based upon actual hours worked and actual fees earned and invoiced to County. Invoices are to be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract Number on invoice. Payment shall be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be constructed as acceptance of any part of the services.

**VI. BASIS OF DEDUCTIONS**

The Basis of Deduction will aid County in understanding the cost allocation for the different items that Contractor(s) will be performing while under Contract. Contractor's associated cost for each service task identified shall be specified in Attachment B.

In the event that County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Attachment C. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in Attachment C.

**VII. ELECTRONIC FUNDS TRANSFER (EFT)**

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Deputy Purchasing Agent.

**ATTACHMENT C**  
**BASIS OF DEDUCTIONS**

- I.** Prices shown in the table below will be utilized in conjunction with the Failure to Perform Services clause in making deductions to the Contract price for non-performance.

These administrative deductions will be made on top of deductions based upon the severity of the deficiency and shall be imposed as follows:

<b>Description</b>	<b>Frequency</b>	<b>Total Price</b>
Administrative Cost	Each Instance	\$50.00
Deficiencies found during Inspection	Each Instance	\$100.00
Deficiencies Reported	Each Instance	\$100.00
Non-Responsiveness	Each Instance	\$100.00
Insufficient Reporting	Each Instance	\$100.00
Inaccurate Reports	Each Instance	\$100.00
Untimely Reports	Each Instance	\$100.00
Vacant post not staffed that require backfill by Airport Police Services or Airport Personnel	Each Instance	Cost of Airport Police Services/Airport Personnel or \$250, whichever is greater