

Date: 3-16-20

CITY OF WESTMINSTER

TRANSMITTAL FOR CONTRACT/AGREEMENT EXECUTION

Contractor Name: G4S SECURE SOLUTIONS (USA) INC. Agreement No. (if amendment) _____

Description of Services: CUSTODY OFFICER SERVICES

Commencement Date: 4-1-20 Termination Date: 3/31/21 + 4 one-year option renewals

Contract Amount: \$ \$310,835 (Year 1) Budget Account No 31000-43095

Dept. Head Approval:  Dept./Staff Contact: Mavic Hizon x 3722 (WPD)

(Submitting Department has verified that Licenses & Bonds are current and in compliance with City, State and Federal regulations.)

Please initial the attached, where indicated and return to the City Clerk. When the contract is fully executed the City Clerk will retain original, will return either a duplicate original or a copy to the submitting department and will send a copy to contractor/consultant if requested.

Route To:

Finance Department

<input type="checkbox"/> Identified Funding Source
<input type="checkbox"/> Council Approved Appropriation
<input type="checkbox"/> Completed P.O. Requisition
Verified by Initials/Date _____

Risk Management - Insurance Requirements:

<input type="checkbox"/> Commercial/General Liability	Verified by _____
<input type="checkbox"/> Auto Liability	
<input type="checkbox"/> Professional/Errors and Omissions	
<input type="checkbox"/> Worker's Compensation	
<input type="checkbox"/> Additional Insured Endorsement	
<input type="checkbox"/> Public Works Contract – all insurance above	

Business Licensing

<input type="checkbox"/> Bus. License Required
<input type="checkbox"/> No License Required
If yes, License # and expiration date _____
Verified by Initials/Date _____

City Clerk

<input checked="" type="checkbox"/> Approved by Council on: <u>3/11/2020</u>
<input type="checkbox"/> Not Approved by Council
<input type="checkbox"/> Approved as to Form by City Attorney
Agreement No. Assigned: <u>2020-18</u>
City Clerks Initials/Date <u>TR 4/01/2020</u>

City Manager

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> 700 Form Needed	<input type="checkbox"/> Return to Submitting Dept.
Notes: _____			

Date: _____			

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WESTMINSTER
AND
G4S SECURE SOLUTIONS (USA) INC.
FOR CUSTODY OFFICER SERVICES
FOR THE CITY'S TEMPORARY HOLDING JAIL FACILITY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of April, 2020 ("Effective Date"), by and between the City of Westminster, a municipal corporation ("City"), and G4S SECURE SOLUTIONS (USA) INC. ("Consultant").

WITNESSETH:

A. WHEREAS, City owns a Temporary Holding Jail Facility used to book and fingerprint prisoners; and

B. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide staffing at City's Temporary Holding Jail Facility, as more fully described herein; and

C. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

D. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation per year shall not exceed Three Hundred Ten Thousand and Eight Hundred Thirty Five Dollars (\$ 310,835.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be "designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. The term of the contract is for a period of one year with four one-year options to renew for a total possible contract term of five years, commencing April 1, 2020, and terminating on March 31, 2021 unless the City exercises its available options to renew the contract.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. If termination is without cause, City shall give Consultant at least thirty (30) days written notice. In the event that termination is for cause, the termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. Consultant may terminate this Agreement with cause only if City breaches the Agreement in any material respect and fails to cure or commence to cure said breach within thirty (30) days following receipt of written notice from Consultant of any material breach and demand to cure. Should City fail to cure or reasonably commence to cure said breach within the thirty (30) day notice period, then Consultant may give a minimum ninety (90) days written notice to City that it will terminate this Agreement. Provided, however, in the event of nonpayment, Consultant may terminate on thirty (30) days following a written notice of breach. Consultant may terminate this Agreement upon one hundred and twenty (120) days written notice to City in the event that the performance of Consultant's obligations under the Agreement become commercially impracticable including changes in legislative or regulatory requirements affecting the performance of the services or business factors such as changes in level or type of service required by the City that Consultant is unable to meet.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress; to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated

“A,” Class X, or better in the most recent Best’s Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers’ compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.
- (d) Professional errors and omissions (“E&O”) liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects’ and engineers’ coverage shall be endorsed to include contractual liability. If the policy is written as a “claims made” policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: “The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers

are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”

- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Westminster, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Westminster shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Westminster, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit “E” and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
G4S SECURE SOLUTIONS (USA)
2300 E. Katella Ave. Suite 150
Anaheim, CA 92806

Tel. (714) 306-8014
Email: contracts@usa.g4s.com
Attn: Erik Fields, Vice President
Southern California

IF TO CITY:
City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

Tel: (714) 548-3200
Attn: Chief of Police

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims"), whether or not suit is actually filed, and any judgment rendered against City's elected or appointed officers, employees, or agents, including, without limitation,

attorneys' fees, that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of G4S, its agents, employees, subcontractors, suppliers, or invitees.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys' fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the negligent acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Notwithstanding the foregoing, in no event will either party be liable to the other for loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of

Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially

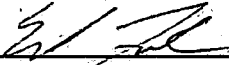
impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT: G4S SECURE SOLUTIONS (USA) INC.



Signature

Date: 3/27/2020

Erik Fields Market VP

[Name and Title]

59-0857245

Social Security or Taxpayer ID Number

CITY OF WESTMINSTER

Sherry Johnson, Interim City Manager

Date: _____

impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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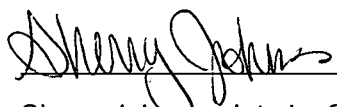
6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.


CONSULTANT: G4S SECURE SOLUTIONS (USA) INC.

_____	Date: _____
Signature	
_____	_____
[Name and Title]	Social Security or Taxpayer ID Number

CITY OF WESTMINSTER

 _____	Date: <u>4.29.2020</u>
Sherry Johnson, Interim City Manager	

ATTEST:



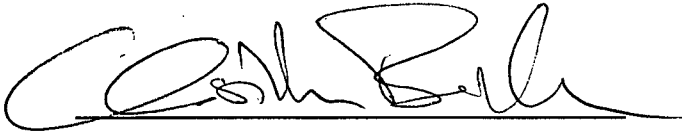
Christine Cordon, City Clerk

~~APPROVED AS TO INSURANCE~~

~~DATE: _____~~

~~BY: _____
RISK MANAGEMENT~~

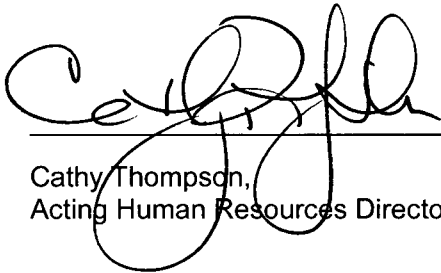
APPROVED AS TO FORM:



Richard D. Jones, City Attorney

Date: 4/27/2020

APPROVED AS TO INSURANCE:



Cathy Thompson,
Acting Human Resources Director

Date: 4-9-20

EXHIBIT “A”

CITY OF WESTMINSTER



**REQUEST FOR PROPOSAL
FOR
Custody Officer Services**

Release Date: October 31, 2019

Submission Deadline: Wednesday, November 20, 2019 at 3:00P.M.

**Westminster Police Department
Management Services Bureau
8200 Westminster Blvd.
Westminster, CA 92683**

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City of Westminster

Request for Proposals: Custody Officer Services

The City of Westminster ("City") invites prospective respondents to submit proposals for the provision of custody officer services for the City of Westminster Police Temporary Holding Jail Facility. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective respondents via e-mail on Thursday, October 31, 2019. Sealed proposals must be received in the Office of the City Clerk located at 8200 Westminster Blvd., Westminster, California, **no later than 3:00 p.m. (Pacific) on Wednesday, November 20, 2019** via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the United States Postal System or other mail delivery service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e. telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be sent during the Question Period indicated below and sent in writing directed to the primary contact, Commander Alan Iwashita for response, and sent via e-mail to: aiwashita@westminster-ca.gov on all inquiries. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit one original signed proposal plus three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposal for Custody Officer Services
Attention: Cmdr Alan Iwashita, WPD
c/o Office of the City Clerk
8200 Westminster Blvd.
Westminster, CA 92683**

Date of Request: Thursday, October 31, 2019

Item Description: The City of Westminster / Westminster Police Department (WPD) is accepting proposals from qualified bidders to provide custody officer services for the City of Westminster Police Department Temporary Holding Jail Facility.

Question Period: Monday, November 4, 2019 until Wednesday, November 6, 2019 no later than 4:00P.M. (PST) only via email to aiwashita@westminster-ca.gov



City of Westminster
Request for Proposals: Custody Officer Services

City's responses to submitted questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP.

Bid Open Date: Wednesday, November 20, 2019 at 3:30P.M. at City Hall

Evaluation Period: November 21, 2019 until December 13, 2019

Upon review and evaluation of the proposals submitted, the City may develop a short list of candidates and invite selected respondents to participate in an interview.

City Council Contract Approval: Wednesday, January 15, 2020 (*tentative*)

Contract Start Date: April 1, 2020 (*tentative*)



City of Westminster

Request for Proposals: Custody Officer Services

SECTION 1: Minimum Requirements for Submitting a Proposal

- 1-1. Respondents must have been in the business of providing custody officer services for municipal temporary holding jail facilities for a period of at least five years.
- 1-2. Respondents must provide complete proposals, including detailed descriptions of how they would provide the requested services, and detailed financial information that describe all aspects of the services they propose to provide.
- 1-3. Respondent's proposal must be valid for not less than one hundred eighty (180) days after the Open Date.

SECTION 2: General Conditions

- 2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via email to: aiwashita@westminster-ca.gov. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent to request additional compensation.
- 2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent's services in accordance with the requirements herein. Please do not include videos.
- 2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original signed proposal, along with the attachments and all other requested documentation.
- 2-5. If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be given. If the



City of Westminster

Request for Proposals: Custody Officer Services

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- proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.
- 2-6. Respondents to the RFP must submit the original signed proposal plus three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as indicated on page 1 of this Request for Proposals.
 - 2-7. Sealed proposals must be received in the Office of the City Clerk located at City Hall, 8200 Westminister Blvd., Westminister, California, by no later than 3:00 p.m. (Pacific) on Wednesday, November 20, 2019, via mail or in-person, at which time they will be opened and publicly read.
 - 2-8. All requests for clarification or inquiries concerning this RFP must be directed to: aiwashita@westminister-ca.gov, from Monday, November 4, 2019 until Wednesday, November 6, 2019 no later than 4:00P.M. (Pacific). Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's responses to submitted questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP.
 - 2-9. Respondent's failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
 - 2-10. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
 - 2-11. Respondent's proposal must be valid for not less than one hundred eighty (180) days after the Open Date.
 - 2-12. The City of Westminster shall not be liable for any pre-contractual expenses incurred by any respondent or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.
 - 2-13. This Request for Proposals, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the contract.
 - 2-14. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375,
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City of Westminster

Request for Proposals: Custody Officer Services

and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

- 2-15. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes.

SECTION 3: Insurance and Indemnification Requirements

- 3-1. The Respondent selected ("Respondent") shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Ten Million Dollars (\$10,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Respondent.
- 3-2. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.
- 3-3. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Employer's Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 3-4. Respondent agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.
- 3-5. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least an "A"; VII in the latest edition of Best's Insurance Guide.
- 3-6. Respondent agrees that if it does not keep the aforesaid insurance in full force and effect that City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
- 3-7. At all times during the term of the Agreement, Respondent shall maintain on file with the City Clerk a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts. Respondent shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.



City of Westminster

Request for Proposals: Custody Officer Services

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- 3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers, employees, agents, representatives, attorneys and volunteers as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be suspended, voided, canceled or reduced except on thirty (30) days' prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.
- 3-9. The insurance provided by Respondent shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be in excess of Respondent's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Respondent hereby waives all rights of subrogation against City.
- 3-10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Respondent shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Respondent shall procure a bond guaranteeing payment of losses and expenses.
- 3-11. Respondent shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the acts or omissions of Respondent, or any of Respondent's officers, agents, employees or contractors, in the performance of the Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of Respondent.
- 3-12. Respondent's obligations under this or any other provision of the Agreement will not be limited by the provisions of any workers compensation act or similar act. Respondent expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.
- 3-13. City does not and shall not waive any rights that it may possess against Respondent because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to the Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Respondent agrees that Respondent's covenant under this section shall survive the termination of the Agreement.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)



City of Westminster

Request for Proposals: Custody Officer Services

SECTION 4: Background Information

- 4-1. The City of Westminster is a 10.1 square-mile municipality surrounded by the cities of Huntington Beach and Garden Grove. Approximately 94,500 people live in Westminster.
- 4-2. The City of Westminster successfully dedicates its resources to provide residents, businesses and visitors the highest quality safety services, recreational facilities, and physical environment.
- 4-3. The City operates a Temporary Holding Jail Facility ("Facility"), as described in the California Code of Regulations, Title 15. Approximately 2,500 inmates are booked per year in the Facility for various felony and misdemeanor violations of law. Currently there are no "Pay to Stays" or Federal bookings.
- 4-4. Current staffing at the City's Temporary Holding Jail Facility consists of two, full time, contracted, custody officers working 10 hour shifts (1000-2000 hrs and 2000-0600 hrs), and one, part-time, custody officer working 32 hours a week (2000-0600 hrs). Supplemental coverage is provided by the department's Police Service Officers and police officers. Contract custody officers are responsible for receiving, processing, monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or other law enforcement agency. The jail is immediately overseen by the on-duty Watch Commander, and managed by a patrol Commander.
- 4-5. Current services are being provided by a private contractor with a contract term that ends on March 31, 2020.

SECTION 5: Requirements

- 5-1. Respondent shall provide custody officer services for WPD's Temporary Holding Jail Facility, which includes the receiving, processing (Live Scan finger printing), monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or any other law enforcement agency, and performing other related duties as outlined in the department's policy manuals. Services shall include all required staffing, labor, and uniforms needed to effectively and efficiently perform all duties required of a Temporary Holding Jail Facility including, but not limited to, any mandatory staff training. Exhibit B (Scope of Services) details all aspects of required services.

The vendor is required to supply four, full-time, custody officers, providing a total of 160 hrs of coverage per week, including holidays. Included in the aforementioned coverage, a female custody officer must be available 20 hours per day (in a 24-hour period, from 1000-0600 hours).



City of Westminster

Request for Proposals: Custody Officer Services

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- 5-2. Compliance: Respondent shall at all times during the term of the Agreement comply with all applicable federal, state, and local laws including, without limitation, Titles 15 and 24 of the California Code of Regulations, all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Board of State and Community Corrections (BSCC), whether now in effect, hereafter affected or implemented as applicable to Temporary Holding Jail Facilities in the future. This includes, but is not limited to, obtaining a business permit and a business license.
- 5-3. Equipment Requirements: Respondent shall, at its own costs and expense, provide all equipment that may be required for performance of the services required by this bid.
- 5-4. All Respondent's employees assigned as Custody Service Officers shall:
1. Be at least 21 years of age.
 2. Have a High School Diploma/GED
 3. Have a valid California Class C driver's license
 4. Must meet all minimum screening and background checks required for Jailers.
 5. Must complete required training and orientation mandated for Jailers.
 6. Be First Aid and CPR trained and qualified.
 7. Have good written and oral communications skills.
 8. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place.
 9. Be responsible for prisoner tracking and booking information.
 10. Be physically able to perform all aspects of the assignment.
 11. Provide favorable references from previous employers.
 12. Have an acceptable prior military check of DD form 214 (if applicable).
 13. Have a current Social Security card.
 14. Have a current green card (if applicable).
 15. Be willing to take a drug test at any time and pass.
- 5-5. Employee Background Checks: Respondent shall institute a procedure for performing background checks. The following are the minimum requirements that must be met and written documentation provided to the City. All information, documentation, testing, certification, etc. is to be conducted and provided at no cost to the City of Westminster Police Department. By responding to this Request for Proposal, Respondent agrees to absorb any/all costs associated with these requirements.
- a. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.



City of Westminster

Request for Proposals: Custody Officer Services

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- b. Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
 - c. Drugs: Conduct a random drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
 - d. Reference Check: Conduct a minimum of three personal reference checks.
 - e. DMV Check: Respondent shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Respondent employee who will be driving any City vehicle, which must be adhered to by the Respondent and its Employees.
 - f. Credit Check: Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review to determine the cause of said negative review.
 - g. Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.
 - h. Fingerprints: The applicant's fingerprints must be processed through Livescan for California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Respondent. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.
- 5-6. Employee Staffing Requirements: Respondent shall ensure that one female employee is on-duty at all times to operate the facility from 1000-0600 hours, seven (7) days a week, 365 days per year, including holidays.
- 5-7. Uniform Requirements: Respondent shall provide WPD-approved uniform items to its employees assigned to the City.
- 5-8. Hours of Operation: The facility is open 24 hours per day, 7 days a week, 365 days per year, including holidays. The vendor is required to staff 20 hours of a 24 hour period, unless otherwise arranged to staff longer based on demand.
- 5-9. Inspections: Respondent shall be subject to inspections by authorized Police Department personnel to determine if all relevant operators, records and equipment are in compliance with all applicable federal, state, and local laws and terms of its agreement with the City.
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City of Westminster

Request for Proposals: Custody Officer Services

- 5-10. **Invoices:** Respondent shall submit statements of service charges to be paid by the City to the Police Department's Fiscal Specialist on a monthly basis, in a format approved by the Police Department. Each invoice shall detail, with specificity, the number of hours worked by each employee and the services for which the City is being charged.
- 5-11. **Documents:** Copies of the following documents shall be submitted to the City Clerk within fifteen (15) days after the Agreement is executed:
- Business License
 - Certificate of Insurance
- 5-12. **E-Verify:** If Respondent is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Respondent shall enroll in the E-Verify program within fifteen (15) days of entering into any agreement with the City to verify the employment authorization of new employees assigned to perform work. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov/everify>. Respondent shall certify its registration with E-Verify and provide its registration number to the City.

SECTION 6: Format of Response/Proposal

- 6-1. Respondents should submit a packet that is labeled, includes a table of contents, and has each page numbered individually that includes the following sections or subsections in the response with the following:
- A. **Company Description.** A description of the company, including the organization's experience and history of providing services as required in this RFP.
- i. **Experience.** Provide a detailed description of related experience in performing the services requested.
 - ii. **Scope of Work.** Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP.
 - iii. **Training and Transition.** Provide a detailed description of how your company proposes to train its employees to operate the City's Temporary Holding Jail Facility. Also provide a detailed financial summary of the costs associated with this training and transition.
- B. **References.** Provide a list of three professional references including:
- i. Name of Agency/Organization
 - ii. Contact Person
 - iii. Address
 - iv. Telephone
 - v. Fax
-



City of Westminster

Request for Proposals: Custody Officer Services

- vi. Email
 - vii. Description of services provided
 - viii. Length of service provision
- C. Contractor and Subcontractor Listing. If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.
- D. Additional Information. Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.
- E. Sample Agreement. Carefully review the terms of the sample agreement in Attachment A and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification(s). However, please be aware that deviations from City's standard terms and conditions may result in bid rejection.

SECTION 7: Selection Process

The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and/or provide the scope of services required herein.

- 7-1. The City reserves the right to require any or all respondent(s) to either make a presentation that illustrates their abilities to provide services and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, including negotiating with one or more Respondents for the same services.



EXHIBIT A
BID FORM – Page 1 of 2

(Must be completed by Respondent)

PROPOSED RATES

POSITION	HOURLY WAGE	HOURLY BILL RATE	OVERTIME RATE WHEN ADDITIONAL HOURS REQUESTED BY CITY	HOURS PER WEEK	WEEKLY COST TO CITY	ANNUAL COST TO CITY
CUSTODY OFFICER	\$	\$		160	\$	\$
TOTAL					\$	\$

The above hourly bill rates include:

- Overtime costs incurred by Respondent for six paid holidays
- Overtime costs incurred by Respondent due to vacations, sick calls, etc.
- Background investigations
- Screening/Recruiting
- 80 hours vacation per year for each employee
- Title 15 training costs due to turnover
- Title 15 annual training
- Training in WPD policies and procedures, including 80 hours of on-site training for new hires
- Training in Respondent policies and procedures
- Uniforms
- Medical, dental, vision, and life insurance benefits
- Area supervision and account management
- Payroll taxes and insurance



City of Westminster

Request for Proposals: Custody Officer Services

BID FORM – Page 2 of 2

General Terms:

1. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected and subsequently approved by the City.
2. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
3. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.
4. Respondents' quoted rates shall remain in effect for not less than one hundred eighty (180) days after the Open Date.

5. Exceptions:

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.



City of Westminster

Request for Proposals: Custody Officer Services

EXHIBIT B SCOPE OF SERVICES

The Operator shall provide the following services:

1. STAFFING OF THE JAIL FACILITY

- 1.1 Operator agrees to staff and operate the Jail Facility in compliance with all Minimum Standards, and in accordance with the policies and procedures set forth in the WPD Policy Manual, providing 160 hours of coverage per week, including holidays, with a minimum staffing of at least one (1) Custody Officer per shift. Operator shall regularly schedule a female Custody Officer during the work shift, unless one is not immediately available due to sickness or emergency absence.
- 1.2 Employee Background Checks: Respondent shall institute a procedure for performing background checks. The following are the minimum requirements that must be met and written documentation provided to the City. All information, documentation, testing, certification, etc. is to be conducted and provided at no cost to the City of Westminster Police Department. By responding to this Request for Proposal, Respondent agrees to absorb any/all costs associated with these requirements.
 - a. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.
 - b. Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
 - c. Drugs: Conduct a random drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
 - d. Reference Check: Conduct a minimum of three personal reference checks.
 - e. DMV Check: Respondent shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Respondent employee who will be driving any City vehicle, which must be adhered to by the Respondent and its Employees.
 - f. Credit Check: Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review to determine the cause of said negative review.
 - g. Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of



City of Westminster

Request for Proposals: Custody Officer Services

applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

- h. Fingerprints: The applicant's fingerprints must be processed through Livescan for California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Respondent. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

- 1.3 Operator shall immediately fill any vacancy arising out of sickness, vacation, and/or termination with a Custody Officer from Operator's personnel that have met the qualifications set forth in this Agreement and have been pre-approved by the City's Technical Representative. Operator may maintain a Jail Facility Staffing List, which would include Custody Officers that have been previously approved by the Professional Standards Unit. If Operator is required to pay over-time to fill such vacancy, the over-time shall be paid by Operator.
- 1.4 In the event that the Operator is unable to fill the vacancy with an acceptable replacement Custody Officer, the City reserves the right to fill the vacancy with authorized Department personnel. In this event, the Operator shall be billed for the hours worked by Police personnel at a rate equal to three (3) times the regular hourly rate of a top step police officer. The top step level is P-39.
- 1.5 The Operator shall raise issues to the City's Technical Representative including the back-up staff of Custody Officer that will be maintained and available to replace regularly scheduled staff that may be absent for reasons of illness, vacations, or other reasons.
- 1.6 Scheduling of Operator's own Custody Officers will be the responsibility of the Operator and in accordance with the minimum staffing requirement outlined in this section. The schedule of the assigned employees of the Operator acting in a Custody Officer capacity will be determined by mutual agreement with the City's Technical Representative.
- 1.7 The City has the right to remove any Employee of Operator from the Jail Facility temporarily or permanently upon written notice to Operator, and at its sole discretion, provided such removal is in accordance with applicable law. Advance notice shall be given by the City to Operator whenever reasonably possible.

2. JAIL OPERATIONS

- 2.1. Operator shall provide a Custody Officer capable of working solo and as a team member in the Jail Facility in compliance with the applicable Minimum Standards.
- 2.2 WPD Policy Manual. City will provide complete WPD Policy sections of the WPD Policy Manual relating to all jail operations, policies, and procedures, including field operations affecting Jail operations, medical and emergency provisions. All applicable provisions set forth in the WPD Policy Manual will be completely followed and strictly adhered to by



City of Westminster

Request for Proposals: Custody Officer Services

Employees of the Operator. The Custody Officers will forward any questions, clarification, or interpretation issues to the attention of the on-duty Watch Commander in the absence of the City's Technical Representative.

2.3 Specified Duties and Obligations. Operator's duties and obligations, including the duties and obligations of its Employees, shall be set forth in detail in the Operator's Policy Manual. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum Standards.

2.3.1. Intake and Release Processing: Operator shall provide intake, housing and release processing which shall include:

A	Acceptance of Inmate custody.
B	Inmate search as permitted by law.
C	Inventory and storage of Inmate's personal property and funds.
D	Entry of inmate data into City's and Orange County's booking systems.
E	Conducting law enforcement database checks (JDIC/CLETS/NCIC) including but not limited to, the Criminal History System, Wanted Persons System, Orange County Warrant System, Orange County Consolidated History System, Driver History database, and any other required check as may relate to an inmate.
F	Fingerprinting of inmate.
G	Taking and processing of DNA samples when required by law.
H	Generation of intake and release documents and records, including all Orange County Health Department and Board required forms and reports related to intake, photographing and fingerprinting of Inmate.
I	Initiation of Inmate health and wellbeing screening.
J	Review and/or inspection of documents pertaining to prisoners, including release documentation and ascertainment of Inmate identification confirmation prior to release.
K	Return of Inmate personal property and funds.
L	Completion of internal release documentation and ascertainment of Inmate identification confirmation prior to release.
M	Transportation as described in Section 5 herein, and any and all such other duties as may be required by applicable statute or rule.
N	Schedule and conduct registration process for Sex, Arson, and Narcotics Offender registrants.

2.4 Disciplinary Rules and Regulations. Operator shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards set forth in the WPD Policy Manual. Operator shall provide



City of Westminster

Request for Proposals: Custody Officer Services

the City a copy of the Operator's disciplinary policies and procedures and any applicable employee "code of conduct." Operator shall require that Operator's Employees adhere to the Police Department's Code of Conduct and such document shall be incorporated into Operator's rules and regulations pertaining to Employee conduct. In the event that an Employee of the Operator is deemed to have been engaged in misconduct or has committed a violation any law, rule, or established procedure, the City shall request the Operator to begin disciplinary action against the Employee for said violation or misconduct. The City, at its sole discretion, reserves the right to immediately remove any Employee of the Operator without cause, provided that the request is made in writing and is in accordance with applicable law.

- 2.5 Safety. Operator's Employees shall maintain the Jail Facility in compliance with the WPD Policy Manual and all applicable Minimum Standards relative to safety.
- 2.6 Security. Operator's Employees shall be responsible for providing security for all Inmates in accordance with the WPD Policy Manual and all applicable Minimum Standards while they are inside the Jail and/or when being transported by Operator's Employees. The Operator's Employees will be responsible for inmate security until such time as the inmate is properly transferred and taken into the custody of the Orange County Sheriff Office, another Law Enforcement Agency, authorized criminal justice agency, or any Court authorized agency or entity.
- 2.7 Records. All inmate and jail facility documents and records generated under the scope of this Agreement are the property of the City and shall remain with the City. The Employees of the Operator are prohibited from removing any inmate or Jail facility document, record, or copy thereof, except when required to execute a duty or responsibility as mandated by this Agreement. Nor shall Employees of the Operator remove from the Jail Facility or release to any third party, any inmate, housing, or Jail Facility document, record, or copy thereof (whether it is a physical copy, electronic copy or copy by any other means such as a photograph) without the express written approve of the Department's Custodian of Records. Any violation of this section shall result in the immediate removal of the employee, a request by the City for disciplinary action by the Operator against the employee, and criminal or civil prosecution if appropriate. Operator shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph.
- 2.8 Operator's Employees shall generate and maintain all Inmate records in accordance with established Department procedures and the applicable Minimum Standards.
- 2.9 Vehicle Maintenance and Insurance: City shall self-insure and maintain City owned vehicles used by Operator. Operator shall obtain and maintain liability insurance for all Operator's Employees if they are driving City's vehicles. Operator will indemnify and hold City harmless for any accidents, damages, injuries and claims, caused solely or comparatively by Operator's Employees. All Operator's Employees using any vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by City.



City of Westminster

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- 2.10 Uniforms. Operator shall establish a policy, subject to approval of the City, prescribing a standard uniform for its Employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Operator shall provide such uniform items to its Employees either directly or through a uniform allowance.
- 2.11 In case of a local, state or federal emergency, Operator agrees to require and ensure that its Employees will report for duty to the Jail Facility pursuant to the City's emergency response procedures.
- 2.12 Employees assigned to the Jail Facility shall participate in all City training exercises as directed by the WPD Professional Standards Unit.
- 2.13 In case of a Professional Standards Unit investigation, an internal investigation, a formal or informal investigation, or other similar investigation, Operator shall require (as a condition of employment to Operator) that Employees will comply with the requests of the Department or any third party for statements, testimony or other similar acts.
- 2.14 All personal cell phones and/or electronic devices used while on-duty and/or in the jail facility are subject to the provisions of the department's "Personal Communication Devices" policy. (WPP702)



City of Westminster
Request for Proposals: Custody Officer Services

EXHIBIT "C"

COMPENSATION

1. Operational Payment:

The City shall compensate Operator for services performed on a monthly basis for the term of the Agreement pursuant to Exhibit C. Operator agrees to invoice City on a monthly basis for services performed for the previous monthly period. Each invoice shall denote the identity of each Custody Officer, the dates, times and hours worked during the affected period.

City shall compensate Operator on an hourly basis (except as noted in the Additional Notes). The hourly employees (Custody Officers) are to be paid at the hourly "Bill Rate" set forth below. Overtime costs incurred in the fulfillment of the minimum staffing requirements outlined in this Agreement (including overtime hours worked by staff to cover for sick or vacationing personnel) shall be the sole responsibility of Operator.

All training shall be provided by Operator at Operator's sole cost. This shall include costs for Employee salary, including overtime, licenses, certifications, courses, etc. For example, if an Employee requires training and is already assigned to the facility, the Operator shall pay the costs associated for the Employee to attend the training and the Employee's salary while attending the training.

POSITION	HOURLY WAGE	HOURLY BILL RATE	OVERTIME BILLING RATE FOR ADDITIONAL HOURS REQUESTED BY CITY	HOURS PER WEEK	WEEKLY COST TO CITY	ANNUAL COST TO CITY
CUSTODY OFFICER NAME	\$	\$		160	\$	\$
TOTAL					\$	\$

The above hourly bill rates shall include:

- A. Overtime costs incurred by Operator for six paid holidays
- B. Overtime costs incurred by Operator due to vacations, sick calls, etc.
- C. Background Investigations
- D. Screening/Recruiting
- E. 80 hours vacation per year for each employee
- F. Title 15 training costs due to turnover
- G. Title 15 annual training
- H. Training in WPD policies and procedures, including 80 hours of on-site training for new hires.
- I. Training in Operator's policies and procedures.
- J. Uniforms
- K. Medical, dental, vision and life insurance benefits



City of Westminster

Request for Proposals: Custody Officer Services

- L. Area supervision and account management
- M. Payroll taxes and insurance

2. Initial Title 15 Training Costs

- 2.1 Operator shall endeavor to identify Employees with Title 15 Certification for assignment to the Jail Facility.
- 2.2 City shall assist in the selection process and shall have sole discretion over assignment of personnel to the Jail Facility as described in the Agreement.
- 2.3 All Operator's Employees will attend on-the-job training at WPD concurrently with actual service.

3. Additional Notes

- 3.1 Operator shall invoice monthly. Terms are net 30.

EXHIBIT D – Sample Agreement

**AGREEMENT
BETWEEN THE CITY OF WESTMINSTER
AND [CONTRACTOR NAME]
FOR CUSTODY OFFICER SERVICES
FOR THE CITY'S TEMPORARY HOLDING JAIL FACILITY**

PRINCIPAL OF OPERATOR:

OPERATOR'S ADDRESS:

CITY'S ADDRESS: City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

COMMENCEMENT DATE: _____, 2020

TERMINATION DATE: _____, 20__

CONSIDERATION:

SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WESTMINSTER AND [OPERATOR NAME] FOR CUSTODY OFFICER SERVICES FOR THE CITY'S TEMPORARY HOLDING JAIL FACILITY

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2020 ("Effective Date"), by and between the City of Westminster, a municipal corporation ("City"), and _____, (entity) ("Consultant").

WITNESSETH:

A. WHEREAS, City owns a Temporary Holding Jail Facility used to book and fingerprint prisoners; and

B. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide staffing at City's Temporary Holding Jail Facility, as more fully described herein; and

C. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

D. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and

safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the

"Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____).00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated

“A,” Class X, or better in the most recent Best’s Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers’ compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.
- (d) Professional errors and omissions (“E&O”) liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects’ and engineers’ coverage shall be endorsed to include contractual liability. If the policy is written as a “claims made” policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Westminster, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Westminster shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Westminster, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b)

48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

Tel: _____

Attn: _____

City of Westminster

8200 Westminster Blvd.

Westminster, CA 92683

Tel: (714) 548-3200

Attn: _____

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential

all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

[Name and Title]

Social Security or Taxpayer ID Number

CITY OF WESTMINSTER

Mayor

Date: _____

ATTEST:

Christine Cordon
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Richard D. Jones
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

FEE SCHEDULE

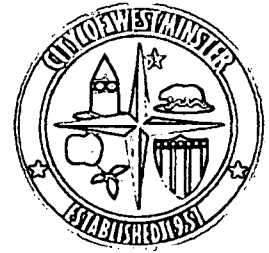
EXHIBIT D

PROJECT SCHEDULE

EXHIBIT E

CERTIFICATES OF INSURANCE

EXHIBIT “B”



Custody Officer Services

Presented by
G4S Secure Solutions (USA) Inc.
Phil McKenna
2300 E. Katella Ave. Suite 150
Anaheim, CA 92806
(714) 306-8014 • phil.mckenna@usa.g4s.com



Securing Your World

Phil McKenna
Vice President, Business Development
G4S Secure Solutions (USA) Inc.
(714) 306-8014
phil.mckenna@usa.g4s.com
2300 E. Katella Ave. Suite 150
Anaheim, CA 92806
www.g4s.us

Alan Iwashita
Commander, WPD
City of Westminster / Westminster Police
Department
8200 Westminster Blvd.
Westminster, CA 92683

November 20, 2019

Attention: Cmdr. Alan Iwashita, WPD

On behalf of G4S Secure Solutions (USA) Inc. (G4S), we thank City of Westminster / Westminster Police Department for this opportunity to propose a customized security solution. We have provided Custody Officer Services to the City since 2015. Our goal is to continue to help the City achieve its security goals, supplying officers and technology through proven management and operations processes.

In this proposal, we outline what the City will gain by continuing with G4S. We recommend an officer program provide detailed training and account management information. Finally, we provide pricing information that illustrates the value your proposed security solution will provide. The exceptions provided in E. Sample Agreement are requests to adjust language to the previously agreed upon terms.

We value our relationship with the City of Westminster and are proud of the relationship we've built with you through the years. Please contact us if you have questions about this proposal or require further information.

Sincerely,

Richard McDowell
Director of Operations

A handwritten signature in black ink, appearing to read 'R. McDowell'.

Phil McKenna
Vice President, Business Development

A handwritten signature in black ink, appearing to read 'P. McKenna'.



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THIS BID IS A CONFIDENTIAL DOCUMENT. The proposer understands, prior to the opening of bids, that the information contained herein is confidential and is not to be disclosed to anyone other than those individuals who may be made aware of the information for the authorized use of G4S Security Solutions in the future. The information contained herein is to be used only for the purpose of submitting a proposal to provide security services. The information contained herein is to be used only for the purpose of submitting a proposal to provide security services.



A. COMPANY DESCRIPTION

A description of the company, including the organization's experience and history of providing services as required in this RFP.

G4S is the world's leading global integrated security company, specializing in the delivery of security and related services to customers across six continents. G4S secures your people, property and assets by understanding and mitigating your security risks within your environment. We offer a suite of products and services, including armed and unarmed security personnel, risk consulting and investigations, systems integration, and security software and technology that align to deliver innovative, essential and scalable solutions that span your entire operation.

Although G4S' global history stretches back over a century and halfway around the globe, our American story began in 1954, when a small investigative company was founded in Miami, Florida, by former FBI agent George Wackenhut. Following 48 years of industry-leading growth, The Wackenhut Corporation became part of the G4S family of companies and in 2010 was rebranded as G4S Secure Solutions (USA) Inc.

G4S has provided Custody Officer Services to the City of Westminster since 2015, when we were initially awarded the contract. Since that time, G4S has provided services in accordance with contract requirements and has successfully renewed each contract extension.

I. EXPERIENCE

Provide a detailed description of related experience in performing the services requested.

G4S provides security officer services to more than 2,000 commercial and government customers at over 8,500 job locations in the United States. We provide over 52,000 weekly hours of security services at Federal, State and County Government buildings/facilities that require visitor and/or package screening, utilizing X-ray and magnetometer equipment.

G4S has many years of experience providing government agencies qualified officer personnel to perform custody/detention and transportation services for detainees and inmates. We provide contract detention services for immigration agencies in countries throughout Europe. We also have provided inmate guard services for Federal Bureau of Prisons, U.S. Marshals Service and for state, county and municipal jurisdictions.

G4S also has successfully operated and managed armed transportation and escorting of detainees in ICE custody, and similar services for U.S Customs and Border Protection (CBP). G4S is proud of the fact that we have been successfully providing armed transportation services for ICE in the southwest region for Los Angeles, San Francisco and Phoenix EROs since 2011 and for CBP in seven (7) Sectors along the southwest border since 2006.

Our experience gives us the understanding of the unique safety, security and risk-needs faced on a day-to-day basis in custodial environments. As a result, we understand your challenges and have the capability, resources and experience to continue to manage the City's security program in a way that mitigates risk and provides safe and secure environment. To further demonstrate our



experience in providing services to similar city, county and government contracts, we have provided a sample listing below which includes:

SIMILAR CONTRACTS	LOCATION	START DATE
Broward County Courthouse/Sheriff's Dept.	Fort Lauderdale, FL	9/2007
City of Westminster	Westminster, CA	02/2015
City of Beverly Hills Jail	Beverly Hills, FL	8/2008
City of Phoenix Police Department	Phoenix, AZ	4/2017
Municipal Courts	Oklahoma City, OK	9/1992
City of Los Angeles and LA Police Dept.	Los Angeles	11/2013
City of Tempe, AZ	Tempe, AZ	3/2008
City of El Paso	El Paso, TX	7/2012
City of Tulsa	Tulsa, OK	11/2002
City of Redlands	Redlands, CA	11/1996
Georgia Bureau of Investigation	Decatur, GA	8/2008
Azusa Police Department	Azusa, CA	4/1999
City of Rialto – Police Department	Rialto, CA	2/1999
Sarasota County Clerk of Court/Sheriff	Sarasota, FL	10/1999
City of La Habra	La Habra, CA	4/2001
Whittier Police Department	Whittier, CA	1/2006
Orange County Corrections Department	Orlando, FL	3/2007
Judiciary Second Circuit	Wailuku, HI	9/2010
The Judiciary - District Courts	Honolulu, HI	8/2010
Judiciary - Fifth Circuit Kauai	Lihue, HI	8/2010



Lee County Clerk of Courts	Ft. Myers, FL	3/2007
Berea Municipal Court	Berea, OH	4/2008

Table 1. Sample Client Listing

II. SCOPE OF WORK

Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP.

G4S has read and understands the requirements set forth in the RFP. We will continue to provide custody officer services for WPD's Temporary Holding Jail Facility, which includes the receiving, processing (Live Scan finger printing), monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or any other law enforcement agency, and performing other related duties as outlined in the department's policy manuals. Services will include all required staffing, labor, and uniforms needed to effectively and efficiently perform all duties required of a Temporary Holding Jail Facility including, but not limited to, any mandatory staff training. As your current security provider, we are familiar with the details of your account and the expectations you desire. As such, we recommend continuing service utilizing our Upscale Security Officer (USO) program.

UPSCALE SECURITY OFFICER

Professional appearance, consistent performance and the right attitude: These traits define the G4S *Upscale Security Officer (USO)*, a highly trained, highly effective, high-profile alternative to standard security personnel.

- **Demonstrated Professionalism:** Competence and dedication are hard-to-quantify characteristics of effective security personnel. Those with a record of performing effectively under pressure and showing maturity through professionalism and judgment may be eligible to enter the USO program.
- **Proven Security Capability:** Most USOs are multi-year industry professionals with a working knowledge of security procedures and technology.
- **Customizable Appearance:** Our most versatile class of security officer, USOs can be outfitted with standard law enforcement-style uniforms to display a strong security presence, polos for a more casual look, or blazers to present a professional image.



USO Qualifications and Vetting

USOs possess higher qualifications than standard officers. The USO program must offer a high degree of skill and flexibility, and so we seek well-educated personnel as well as those with past security experience.



Each candidate must have achieved at least one of the following to qualify:

- One year's verified security experience
- A college degree
- Successful and verifiable experience relevant to their intended position

The City's security program requires professional and experienced personnel. Providing both competence and flexibility, the USO program offers these capabilities and aptitude.

RECRUITING AND RETENTION

G4S will find the right people for your security program and train them to protect against the risks, threats and vulnerabilities faced by your organization. We seek the best candidates through our award-winning recruitment technologies and outreach programs. We examine their backgrounds to ensure their suitability for assignment and provide ongoing training to develop more qualified officers.

Front-line personnel are G4S' most important asset in securing our customers' people and property. We treat our officers with dignity and respect, and we ask for passion and professionalism in return. In order to recruit the best officers for the City, we will use every relationship, partnership and technology we have built to reach candidates who will become valued members of your workforce.

Award-Winning Military Recruitment Program

Since armed forces personnel possess many of the leadership, management and teamwork skills that prepare them to succeed as G4S security officers, we created programs focused specifically on recruiting and hiring veterans. Composing 22.1% of our national workforce, veterans have a significantly lower turnover rate than their peers, are promoted faster and stay longer with G4S. Our goal is to be veterans' employer of choice, whether they currently serve, are preparing to retire from the military or transitioned to civilian life years ago.

Our military recruitment program works directly with employment specialists and transition assistance managers from all armed forces branches. We guarantee veterans an initial interview to honor their service while also assuring a flow of capable officer candidates with established skills and work ethic. From entry-level to senior executives, veterans are an essential part of our organization and a key to our success.

QUALIFICATIONS AND VETTING

Each G4S officer program features its own unique qualification standards. All officer candidates assigned as Custody Service Officers must:

1. Be at least 21 years of age.
2. Have a High School Diploma/GED
3. Have a valid California Class C driver's license
4. Must meet all minimum screening and background checks required for Jailers.
5. Must complete required training and orientation mandated for Jailers.
6. Be First Aid and CPR trained and qualified.
7. Have good written and oral communications skills.



8. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place.
9. Be responsible for prisoner tracking and booking information.
10. Be physically able to perform all aspects of the assignment.
11. Provide favorable references from previous employers.
12. Have an acceptable prior military check of DD form 214 (if applicable).
13. Have a current Social Security card.
14. Have a current green card (if applicable).
15. Be willing to take a drug test at any time and pass.

OFFICER SCREENING PROCESS

The following provides detailed information on each step of our background screening process:

Identity Verification: Social Security Trace Report

The Social Security Number (SSN) trace compares the candidate's Social Security number to credit header and public records data, which helps to validate the information provided by the individual and may develop additional residential history and alias names not otherwise provided by the individual.

Criminal Check (7–10 years)

Criminal records searches are based on 10 years of Social Security trace report address history and include any federal or state court records on felony and misdemeanor convictions and pending cases in which the officer candidate was involved. Some jurisdictions limit how far back searches can go. Our criminal records searches cover a period of 7–10 years, depending on local restrictions.

In addition, G4S performs ongoing arrest monitoring on all current G4S officers.

National Criminal, Sex Offender, and Global Sanctions Check

G4S queries the names and aliases of officer candidates through a database that covers 2,200 jurisdictions for bookings and incarcerations and covers 70% of the incarcerated population. Names and aliases are cross-referenced against the Federal Department of Justice, which includes registry data covering 49 states (NV is not available), District of Columbia and U.S. territories, as well as publicly available global sanctions, restrictions and exclusion records. These include the following:

- Office of Foreign Assets Control Specially Designated Nationals (SDN) and Blocked Persons List
- U.S. Department of State Foreign Terrorist Organizations List (updated monthly)
- America's Most Wanted Fugitive List (Wanted Fugitives through July 2012)
- Australian Department of Foreign Affairs and Trade (current sanctions; updated monthly)
- Canadian Public Safety (current listed entities; updated quarterly)
- Directorate of Defense Trade Controls Debarred Parties List
- European Union Terrorism Sanctions List
- Immigration and Customs Enforcement (ICE) Most Wanted / Current Offenders
- Interpol Most Wanted (updated monthly)
- MIPT Terrorism Knowledge Base (known terrorists through April 2008)



- Most Wanted List (updated quarterly)
- National Counterterrorism Center Comprehensive Terrorist List (updated semiannually)
- Naval Criminal Investigative Service (NCIS) Current Most Wanted Fugitives (updated monthly)
- Office of the Superintendent of Financial Institutions (OSFI) Canadian Sanctions List
- Palestinian Legislative Council List (records through September 2008)
- Royal Canadian Mounted Police Current Most Wanted (Updated Monthly)
- United Nations Consolidated Sanctions List
- U.S. Department of State Fugitives from Justice List: (from March 2014; updated semi-annually)
- U.S. Department of State Nonproliferation Sanctions

7 Years of Activity (Employment, Unemployment, Education)

As part of the background check, G4S verifies all professional and academic activity on a best-effort basis from the previous 7 years, including resolution of any gaps in employment that are 90 days or longer. We will verify highest level of education attained and may consult character references who are not relatives.

Military Service (DD214)

For those with military service, G4S will verify and review a copy of the long-form DD214, which provides military occupational specialty, rank at discharge, character of service, narrative reason for separation, and reenlistment eligibility.

Driver's License (DMV) Check

G4S verifies and reviews driving records, including licensing verification and traffic violation documentation, through state departments of motor vehicles for G4S officers whose duties involve operating a motor vehicle. Available information varies by state.

I-9 Verification

Verification of identity and employment eligibility is conducted at the time of hire by submitting Form I-9 information to E-Verify, a service of the Department of Homeland Security (DHS) and U.S. Citizenship and Immigration Services (USCIS).

Drug Screen

Candidates undergo an initial 10-panel drug test, with independent laboratory confirmation where appropriate, to detect use of:

- Amphetamine
- Methamphetamine
- Cocaine
- Marijuana
- Opiates
- Phencyclidine



- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene

III. TRAINING AND TRANSITION

Provide a detailed description of how your company proposes to train its employees to operate the City's Temporary Holding Jail Facility. Also provide a detailed financial summary of the costs associated with this training and transition.

Training is a G4S core competency and area of excellence. We have developed award-winning training programs customized to meet your individual security through our ISO-registered North America Training Institute (NATI) for security officers.

People learn through different methods and techniques, and we use multiple learning tools and approaches to ensure training is provided per contract terms and understood by the security officer, including the following:

- **Pre-assignment Classroom Training** led by a live instructor, which allows personnel to participate in real-time Q&A sessions and provides individual attention in a controlled environment.
- **On-the-Job Training (OJT)** is a critical, customer-specific component of a security officer's training. OJT prepares officers for their day-to-day rigors with a customized program focused on their job assignment and post functions.
- All G4S personnel receive and maintain a copy of the *G4S Security Officer Handbook* and *Safety Handbook*, both of which are required reading on which officers are tested to ensure understanding of G4S policies and their duties as a security officer.
- **G4S University (G4Su)** is NATI's online learning management system and provides ongoing training and professional development for security personnel. G4Su offers over 2,570 e-courses in a wide range of security-related subjects for G4S personnel of all experience levels.





TRAINING COMPONENT	HOURS	DESCRIPTION
Pre-assignment Training	48	<ul style="list-style-type: none"> ▪ Security preparedness, documentation, communication, patrolling techniques and other security competencies ▪ Legal authority and powers of arrest; law enforcement interactions ▪ Customer service; safety and first aid; public relations
Title 15 § 1024 Court Holding and Temporary Holding Facility Training	8	<ul style="list-style-type: none"> ▪ Applicable minimum jail standards; ▪ Jail operations liability; ▪ Inmate segregation; ▪ Emergency procedures and planning, fire and life safety; ▪ Suicide prevention
On-the-Job Training (OJT)	80	<ul style="list-style-type: none"> ▪ On post, application of classroom-taught lessons ▪ Learning site-specific security per post orders ▪ Supported by our <i>Focus on Security</i> training publications
Title 15 Annual Training	24	<ul style="list-style-type: none"> ▪ Refresher training of site-specific security per post orders ▪ Title 15 Annual Required Training

Table 2. Training Overview

PRE-ASSIGNMENT TRAINING

Prior to their first day on a the City site, all new security officers will complete *pre-assignment training* covering the duties, physical requirements, technologies and other demands they will face as security officers. Courses are taught by certified security training instructors who take questions and lead participants in a security-focused curriculum.

Custody Service Officers receive the following pre-assignment training:

State of California Pre-assignment Training

SUBJECT	LESSON PLAN	HOURS
Introduction	G4S Values and Dignity and Respect Program Dale Carnegie Customer Service Excellence at G4S	2.5
Basic Preparedness	Basic Duties of Private Security Personnel Taking Notes and Writing Reports G4S Employee Awareness Training: Business Ethics and Conduct Policy Professional Communications <ul style="list-style-type: none"> ▪ G4S Social Media Policy ▪ G4S Security Officer Handbook 	3
Life Safety	Life Safety Issues: Preventing and Responding to	3.5



SUBJECT	LESSON PLAN	HOURS
	Emergencies, Fires and Evacuating Buildings Including Fire Alarms G4S Putting Safety First G4S STP Training G4S Safety Starts with Me Video Series <ul style="list-style-type: none"> ▪ G4S Safety Handbook ▪ Safety Handbook Acknowledgement and Consent Agreement 	
Legalities	Legal Authority of the Security Officer: Extent and Limitations Including Use of Force <ul style="list-style-type: none"> ▪ G4S Use of Force Policy and Acknowledgement ▪ Acknowledgement of Use of Force Protecting Crime Scenes and Preserving Evidence	1.5
Physical Security	Effective Patrolling Day and Night Access Control Including Protective Alarm Systems and CCTV Bomb Threats Including Suspicious Packages Recognizing the 8 Signs of Terrorism	2.5
Interpersonal Relations	Communicating Effectively With the Public and the Media Violence in the Workplace and Crisis Intervention Including Active Shooter	2
Emergency Medical Aid	First Aid, CPR and AED Course	8
Additional California Requirements	Basic Preparedness <ul style="list-style-type: none"> ▪ BSIS Codes and Regulations ▪ Dealing with the Effects of Shift Work Life Safety <ul style="list-style-type: none"> ▪ Accident Prevention, Investigation and Ergonomics ▪ OSHA Hazcom and First Responder: Awareness Level Professional Communications <ul style="list-style-type: none"> ▪ Security Interviewing Techniques ▪ Professional Communications Physical Security <ul style="list-style-type: none"> ▪ Information Protection and Cyber Security ▪ Crowd Management ▪ Vehicle and Traffic Control ▪ Alcohol, Drug Abuse and Its Effect ▪ Terrorism: Responding to the Indicators ▪ Firearms and Non-Lethal Weapons Safety ▪ Advance Search of People and Vehicles 	15



SUBJECT	LESSON PLAN	HOURS
	Interpersonal Relations <ul style="list-style-type: none"> ▪ Valuing Diversity and Avoiding Workplace Harassment ▪ Stress Management 	
Assessment	Review and Final Exam Course Critique	2
TOTAL HOURS		40

Table 3. State of California Pre-assignment Training Program

First Aid, CPR & AED and Bloodborne Pathogens Trainings

G4S has partnered with EMS Safety Services and the American Heart Association (AHA) to provide both *First Aid, CPR & AED training and Bloodborne Pathogens training* to G4S employees nationwide. G4S North America Training Institute (NATI) is the country's largest AHA-partnered corporate training center, with over 1,200 instructors who lead trainings. Since G4S began providing first aid training to officers in 2009, we have certified over 230,000 G4S employees. Last year officers saved 51 lives using first aid.

Safety Training

All G4S officers receive life safety training as part of the pre-assignment curriculum through G4S North America Training Institute (NATI). This training can potentially cover dozens of health and safety subjects and be customized on a per-location basis. Standard pre-assignment safety training includes the following G4S courses:

- Fire Detection, Suppression and Life Safety
- Accident Prevention and Investigation
- OSHA First Responder
- Basic Emergency First Aid
- Emergency Response
- Patrol Vehicle Driving Safety

Following pre-assignment training, officers receive additional on-site safety instruction specific to each set of Post Orders. In addition, NATI and G4Su offer dozens of continuing education modules on health and safety topics.

ON-THE-JOB TRAINING

Because each security site is different and every post is unique, *on-the-job training* (OJT) is a critical component of ensuring lessons from training are applied in the field. Once on site, officers begin a customized training program, hands-on and supervised, that relates their preparation to a temporary jail facility. G4S officers will received 80 hours of on-the-job training with the City prior to working the post alone.



IN-SERVICE / REFRESHER TRAINING

Learning does not end after pre-assignment and on-the-job training. *In-service or refresher training* will update officers on the direction the City security program is taking, communicate changes to policies and procedures, and ensure officers understand how new policies will affect how they perform their jobs. Refresher training is delivered by G4S site supervisors or local trainers, who work with clients to determine the required subject matter. Officers will receive 24 hours of refresher training in compliance with Title 15 requirements.

TRANSITION

As your current security provider, G4S would use the time normally allotted for transitional activities to review and refresh the post orders, as well as updating any changes to the program to bring it into alignment with the new contract terms.



B. REFERENCES

Provide a list of three professional references including:

- i. Name of Agency/Organization.*
- ii. Contact Person*
- iii. Address*
- iv. Telephone*
- v. Fax*
- vi. Email*
- vii. Description of services provided*
- viii. Length of service provision*

CITY OF BUENA PARK

Buena Park Police Department

Type of Facility: Type I Facility

Size: 200 hours per week, 5 officers

Contract Value: \$337,971.58

Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15 Training, transport services.

Address: 6640 Beach Blvd, Buena Park, CA 90621

Serving Since: 2013

Contact: Lieutenant Richard Forsyth; 714-920-0919; rforsyth@bppd.com



CITY OF WHITTIER

Whittier Police Department

Type of Facility: Type I Facility

Size: 336 Hours per Week; 11 Officers

Contract Value: \$410,050.52

Description: Includes prisoner custody services with Title 15 Training, prisoner booking, live scan administration, safety inspections and transportation services.

Serving Since: 2006

Contact: Lieutenant Kent Miller, 562-567-9211; kmiller@cityofwhittier.org





CITY OF BEVERLY HILLS

Beverly Hills Police Department

Type of Facility: Type I Facility

Size: 336 Hours per Week; 11 Officers

Description: G4S Custom Protection Officers provide prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15, prisoner DNA collection, Pay to Stay Program

Serving Since: 2007

Contact: Sylvia Gelfman, Records and Jail Manager

310-285-2185, sgelfman@beverlyhills.org





C. CONTRACTOR AND SUBCONTRACTOR LISTING

If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.

G4S intends to continue to self-perform all work resulting from this contract and will not be utilizing sub-contractors in any capacity.



D. ADDITIONAL INFORMATION

Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.

G4S OPERATIONS STRUCTURE

G4S believes that providing customer support at all levels of our organization is a key to building better security programs and stronger customer relationships. We ensure customer support is available at the local, hub, regional and corporate levels.

Through multiple support levels and methods, we ensure our customers get the right kind of help they need, with local issues receiving local attention and larger requests greater resources. Further, our support structure includes a uniform escalation and resolution process, guaranteeing that issues that require greater attention quickly receive it.

- **Local Offices:** Local support is an important feature of customer-centric organizations. To maintain the best security program for the City, our local Anaheim area office is staffed with management and operations teams and training and human resources personnel who provide close support to each local contact and security program.
- **Market Hubs:** Hub offices provide broad support and oversight within their territories. Each Hub supports several local offices and is run by a market leader who oversees their area's security operations; account support; and officer recruiting, training and development. Hub offices are staffed with experienced training and human resources managers and personnel who provide close support to local offices and G4S customers. The Anaheim office is supported by
- **Regional Offices:** Large programs with many security sites may require our regional offices to coordinate among multiple hub offices. G4S operations are divided into four U.S. regions, each with an executive vice president who leads a team of technology, human resources and operations support personnel providing oversight and assistance to our offices and customers within the region.
- **Corporate Headquarters:** G4S' Americas headquarters, located in Jupiter, Florida, provides ongoing support to our local and regional offices and customers with expertise and personnel in Technology & Systems, Health & Safety, Training, Legal, Compliance & Investigations, and Human Resources departments.

LOCAL SUPPORT

The G4S Anaheim area office will continue to provide support to the City of Westminster account. Located less than 10 miles from the jail, G4S management can be onsite immediately if the need arises.

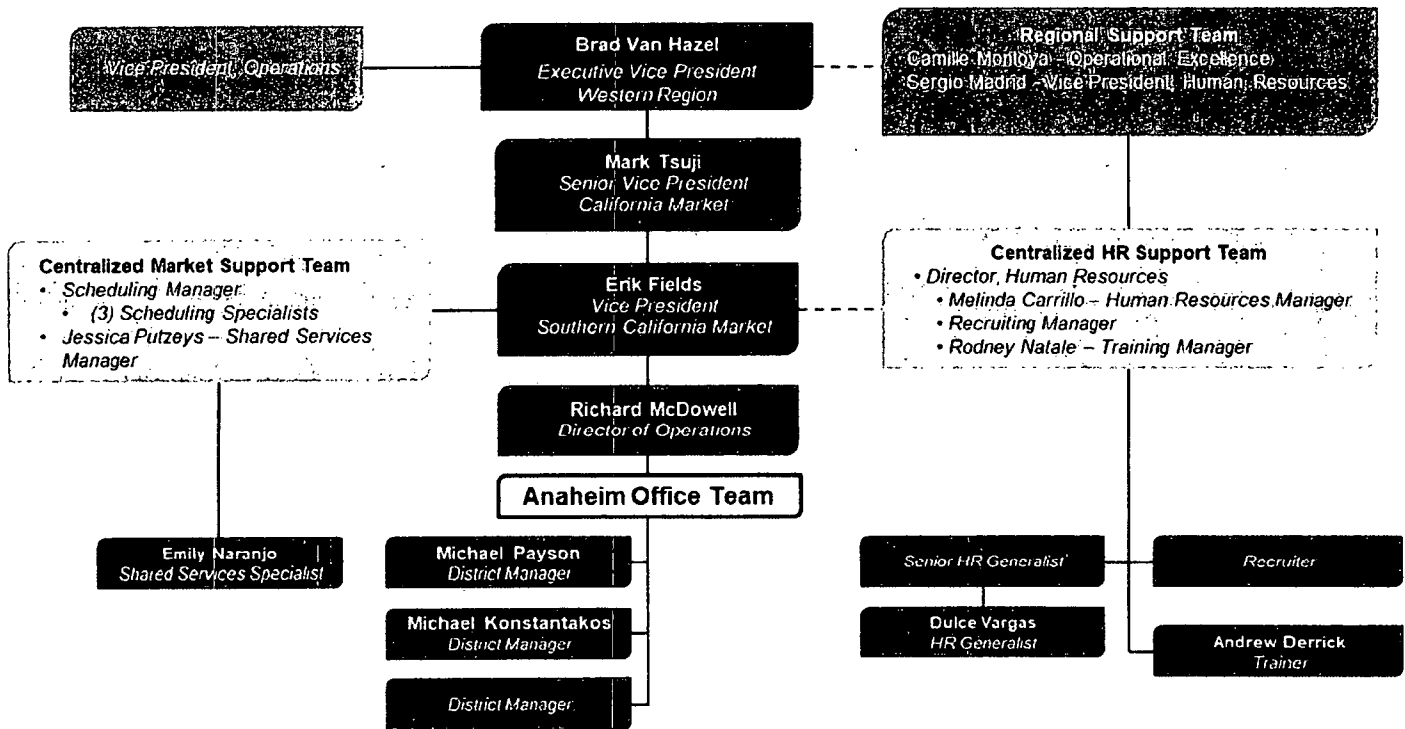
Anaheim Area Office (LAN)

Rich McDowell, Director of Operations
 2300 East Katella Avenue, Suite 150
 Anaheim, CA 92806
 Office: (714) 939-4900
 Fax: (714) 939-4914

G4S began operations in California in 1962. The Anaheim Area Office was established in the 1970's. This office employs 759 active security professionals and provides approximately 26,200 hours of security service per week.

Leadership Bio:

Director of Operations Rich McDowell leads client relations and operations in the Southern California and Anaheim area. Rich joined G4S in 2002 as a security officer. A U.S. Marine Corps veteran, he was an instructor for the USMC's Special Operations Training Group (STOG) and led troops during Operation Restore Hope in Mogadishu, Somalia. Rich is a member of the Building Owners and Managers Association (BOMA) and ASIS International.



G4S-City of Westminster Project Management Plan

To facilitate communication, we have implemented an account management plan under which G4S on-site supervisors and operational teams regularly meet with the City to discuss account activities; review and analyze performance reports; share new information, innovations and best practices; evaluate program effectiveness and approve new strategies.



PROGRAM MANAGEMENT TECHNOLOGY

G4S will continue to include an integrated software platform to the City's account, used to simplify account management, support on-duty officers and track their performance. *Secure Trax*[®], a mobile-ready post management platform, improves officer effectiveness and logs performance data. *Labor Scheduling* and *Time & Attendance* streamline officer payroll and account administration while helping program supervisors plan and document post coverage.

G4S Secure Trax[®]

Being weighed down by administration, paperwork and clutter takes time. Administration and filing are not the primary duties of security officer. Those who can focus instead on essential functions are more effective at handling your security risks.

A mobile-ready post management platform, *Secure Trax*[®] enables G4S officers to perform post functions and communicate with supervisors through a suite of security applications on devices we provide. Officers assigned to the City will be equipped with Secure Trax, allowing them to record their presence on duty shifts, log tours and inspections, receive security alerts, and report incidents and observations.

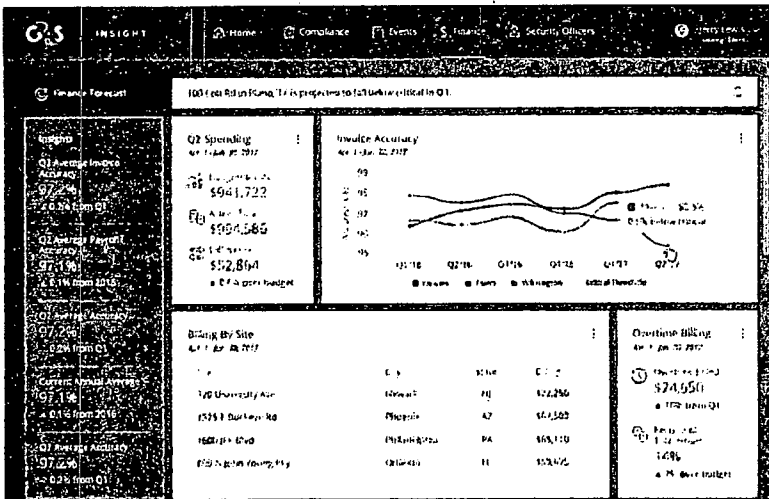
FEATURE	DESCRIPTION
Post Compliance	<ul style="list-style-type: none"> ▪ Electronically assisted patrols prompt officers to perform specific functions at tour checkpoints ▪ Real-time GPS tracking of officer movement ▪ Geo-fence feature builds a virtual fence around security sites and notifies supervisors if officers exceed its perimeter ▪ Time and attendance logging and break management system
Safety, Security and Location Inspections	<ul style="list-style-type: none"> ▪ Customized inspections (for example, fire extinguisher check, AED equipment check, security systems check) ▪ Creation of customized inspection templates to support internal and regulatory compliance requirements ▪ Execution of online post inspections by G4S supervisors to ensure officer compliance
Incident Capture and Notification	<ul style="list-style-type: none"> ▪ Officers document and report security incidents as they are encountered and addressed ▪ Automated alerts sent to G4S management for all incidents ▪ Automated alerts sent to client stakeholders for client selected incident types
Multi-mode Communication	<ul style="list-style-type: none"> ▪ Secure communication between G4S personnel ▪ Duress alarm feature allows officers to trigger silent notification requesting immediate assistance in distress situations

Table 4. Secure Trax[®] Post Management Features

G4S Insight

G4S Insight is a web-based portal that integrates with G4S' Secure Trax®, Time & Attendance and Labor Scheduling systems to provide customers with detailed account performance data and reporting tools.

Using G4S Insight, customers can review account activities and analyze performance measurements against previously established budgeting goals. These reports can be cross-referenced by geography, business unit or any other user-defined categories. Reports can be created, customized and formatted to customer specifications through G4S Insight or received by email upon request.



G4S Insight is a reporting tool for the City that provides data and dashboards for security program performance. Pictured: G4S Insight finance dashboard showing invoice accuracy, quarterly spending, overtime billing and billing by site.

G4S Insight will continue to provide you with the following:

- **Easier confirmation of security operations:** With access to real-time data from our officer management systems, customers can confirm security presence and officer tours and view daily activity reports and corrective actions.
- **Better performance review:** Powerful data capture and analysis tools compare accurate, up-to-date information against customer chosen KPIs, simplifying the task of measuring planned-versus-actual performance.
- **Peace of mind:** Inspection reports ensure that required compliance checks are made. Electronic notifications send alerts to specified parties when important incidents occur.

G4S INSIGHT REPORT	DESCRIPTION
Proof of Presence	Compares on-post coverage to recorded check-in data and Secure Trax®. Maps security sites and illustrates officer movement by integrating with Secure Trax geo-fence feature.
Financial Management	Tracks expenses, including budget-versus-spend, budget forecasting, invoice accuracy and overtime analysis.
Incidents	Reports security events by categories including type, location, time



G4S INSIGHT REPORT	DESCRIPTION
	or actions taken.
Operational Management	Reports on operations activities including officer inspections, corrective actions and daily activities.
Employee Engagement and Development	Supplies data on employee training, turnover, recognition and awards.
Compliance	Provides detailed safety reports based on officer inspections and safety observations (for example, fire extinguisher or AED inspection reports).

Table 5. G4S Insight Report Types

Labor Scheduling System

G4S' *Labor Scheduling System* supports our field supervisors by facilitating officer scheduling. Labor Scheduling recommends officers for duty shifts based on their experience, straight-time availability, past performance and client preference so that the best person for each post is the one we assign.

Labor Scheduling continues to provide the City with:

- **Scheduling accuracy and efficiency:** Our supervisors can easily assign posts and make adjustments while avoiding costly scheduling conflicts and overtime payments.
- **Permanence and flexibility:** Officers who consistently work the same post become more personable and productive. G4S supervisors will permanently assign officers to your site through the creation of *master schedules*. Officers who are dismissed are automatically removed from the system and blocked from future schedules.
- **Integration and automation:** Labor Scheduling integrates with G4S systems such as Time & Attendance, payroll and billing, and G4S Insight, streamlining administration and reducing the possibility of duplicate entry or data error.

Time & Attendance System

G4S' *Time & Attendance* allows officers to check into their duty shifts using Secure Trax® or other methods, including by web browser, telephone or biometric scan.

Time & Attendance provides the City with:

- **Prevention of scheduling issues:** Time & Attendance integrates with Labor Scheduling to confirm post coverage in real time. G4S supervisors are automatically notified to provide immediate resolution if check-ins are missed.
- **Post confirmation and coverage analysis:** Time & Attendance logs post coverage and requires those who miss a shift or arrive late to provide additional information. Post coverage reports are accessible to clients through G4S Insight.
- **Payroll accuracy and efficiency:** Time & Attendance integrates with our in-house account management systems and streamlines payroll and billing by eliminating data entry, error and duplication.



E. SAMPLE AGREEMENT

Carefully review the terms of the sample agreement in Attachment A and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification(s). However, please be aware that deviations from City's standard terms and conditions may result in bid rejection.

G4S has reviewed the terms of the sample agreement and provided proposed modifications, taken to align the current contract with the previously negotiated contract between the City of Westminster and G4S.

- **2.3 Method of Billing:** G4S respectfully requests the same payment terms as currently negotiated with the City.

Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within ~~forty-five (45)~~ thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

- **4.2 Notice of Termination:** G4S requests the same termination provisions as currently agreed with the City.

The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. If termination is without cause, City shall give Consultant at least thirty (30) days written notice. In the event that termination is for cause, the termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. Consultant may terminate this Agreement with cause only if City breaches the Agreement in any material respect and fails to cure or commence to cure said breach within thirty (30) days following receipt of written notice from Consultant of any material breach and demand to cure. Should City fail to cure or reasonably commence to cure said breach within the thirty (30) day notice period, then Consultant may give a minimum ninety (90) days written notice to City that it will terminate this Agreement. Provided, however, in the event of non-payment, Consultant may terminate on thirty (30) days following a written notice of breach. Consultant may terminate this Agreement upon one hundred and twenty (120) days written notice to City in the event that the performance of Consultant's obligations under the Agreement become commercially impracticable including changes in legislative or regulatory requirements affecting the performance of the services or business factors such as changes in level or type of service required by the City that Consultant is unable to meet.

- **6.9 Indemnification and Hold Harmless:** G4S respectfully requests the indemnification and hold harmless provision currently agreed with the City.



~~Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.~~

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims"), whether or not suit is actually filed, and any judgment rendered against City's elected or appointed officers, employees, or agents, including, without limitation, attorneys' fees, that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of G4S, its agents, employees, subcontractors, suppliers, or invitees.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind what-soever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the negligent acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals



enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Notwithstanding the foregoing, in no event will either party be liable to the other for loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages.



City of Westminster
Request for Proposals: Custody Officer Services

EXHIBIT A
BID FORM – Page 1 of 2

(Must be completed by Respondent)

PROPOSED RATES

POSITION	HOURLY WAGE	HOURLY BILL RATE	OVERTIME RATE WHEN ADDITIONAL HOURS REQUESTED BY CITY	HOURS PER WEEK	WEEKLY COST TO CITY	ANNUAL COST TO CITY
CUSTODY OFFICER	\$ 22.25*	\$ 37.36*	\$52.30*	160	\$ 5,977.60*	\$ 310,835.20*
TOTAL					\$ 5,977.60	\$ 310,835.20

The above hourly bill rates include:

- Overtime costs incurred by Respondent for six paid holidays
- Overtime costs incurred by Respondent due to vacations, sick calls, etc.
- Background investigations
- Screening/Recruiting
- 80 hours vacation per year for each employee
- Title 15 training costs due to turnover
- Title 15 annual training
- Training in WPD policies and procedures, including 80 hours of on-site training for new hires
- Training in Respondent policies and procedures
- Uniforms
- Medical, dental, vision, and life insurance benefits
- Area supervision and account management
- Payroll taxes and insurance

*These numbers are based on a composite. Please see additional pricing notes on the following pages
Annual Cost to City is based on 52 weeks



City of Westminster
Request for Proposals: Custody Officer Services

BID FORM – Page 2 of 2

General Terms:

1. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected and subsequently approved by the City.
2. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
3. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.
4. Respondents' quoted rates shall remain in effect for not less than one hundred eighty (180) days after the Open Date.
5. Exceptions:
Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.



PRICING NOTES

Based on our review and our experience providing Custody Officer Services to the City of Westminster, G4S has proposed a security solution which continues to provide our quality security officer program with the utilization of our proprietary Secure Trax® platform (included in our pricing structure) to ensure the scope of work and Post Orders are adhered to above and beyond the expectations of the City.¹

POSITION	HOURS PER WEEK	WAGE RATE	BILLING RATE	OVERTIME RATE
Custody Officer	120	\$21.50	\$36.15	\$50.61
Supervisor	40	\$24.50	\$40.98	\$57.37

Table 6. Position and Wage Summary

To provide a transparent view of our pricing, the following notes provide additional details on our proposed pricing structure:

GENERAL REQUIREMENTS

In order to be compliant with the California Meal and Rest Break Law, our pricing is based on an eight hour day, five days a week schedule. A female custody officer will be available 20 hours per day (in a 24-hour period) from 1000-0600 hours.

VALIDITY AND TAXES

The proposed pricing is valid for 180 days after the Open Date and does not include sales or use taxes where applicable.

The rates quoted will remain in effect for one year and shall be automatically adjusted to fully recover any change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws. In addition, these rates may be adjusted each November 1 for any increased costs for medical insurance premiums, participation rates or both.

The pricing submitted reflects G4S' calculations from its understanding of the City's current security schedules and coverage needs. If such schedules and staffing levels are not sufficient to comply with California law mandating off-duty meal periods and/or off-duty rest periods, G4S reserves the right to revise and/or increase these rates, at any time, to comply with California's requirements for off-duty meal periods and/or off-duty rest periods. These revisions may include modifying schedules, providing additional staffing/personnel, or taking other actions deemed necessary by G4S. G4S

¹ For the following pricing details, amounts shown in the specified categories are based on our assumptions and are projections used to formulate the proposed bill rates. G4S' contractual commitment will relate to the total bill rate only and not the components thereof.



agrees to use best efforts to minimize such additional costs to the extent operationally feasible while still meeting the requirements of California law.

INCUMBENT RETENTION

G4S pricing is based on retaining incumbent G4S personnel currently assigned to the City account who have the knowledge and experience of the security program, to which newly hired personnel would not be privy. From experience, we know that reducing the wage rates or hiring all new officers will cause a high rate of turnover and will not provide the consistent security program that the City has grown accustomed to. G4S would be happy to discuss this methodology with the City in further detail.

UNION NOTE

Please note that the rates quoted are based on non-union security personnel. Should our employees become represented by a union organization and we negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly, along with our bill rates.

PRE-EMPLOYMENT SCREENING

Quoted rates include the following background investigation and screening elements:

- Identity verification: Social Security trace report
- Criminal searches (based on 7-10 years of address history or in accordance with state law)
 - Statewide criminal search (where available)
 - County criminal search (when state not available or historically incomplete)
 - Multi-jurisdictional and sex offender search including OFAC SDN search (terrorist watch list)
- 7 years of activities (employment, unemployment, education)
 - Review, investigation and resolution of all gaps 90 days or longer
- Driver's license (DMV) check (annual for driving positions)
- Drug screen (10-panel)

TRAINING

The quoted rates include the following training for new-hire personnel; all officers receive annual in-service training.

- Pre-assignment Training: 48 hours
- On-the-Job Training: 80 hours
- Title 15 Initial Training: 8 hours
- Annual In-Service Training: 8 hours included

Any additional pre-assignment training requested will be direct billed at 1.33 times the straight-time pay rate.

The additional 16 hours of Title 15 Annual Training will be direct billed to the City at 1.40 times the straight-time bill rate.



HOLIDAYS

G4S recognizes the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays pay is time-and-one-half for hours worked. Holidays have been included in the bill rates.

VACATION

G4S has factored the following vacation into the bill rates:

- 2 week (80 hours) annually

Should incumbent personnel retained on the account be eligible for additional vacation, G4S will direct-bill for vacation in excess of one week at 1.33 times the straight-time pay rate, if the client approves the grandfathering of current earned benefits.

OTHER EMPLOYEE BENEFITS

The following employee benefits have also been factored into our proposed pricing:

- Sick Time: One (1) day of sick time after every four (4) months worked (24 hours annually) or paid time off as otherwise required under state law
- Comprehensive Major Medical PPO Plan administered by BlueCross BlueShield
- Dental Insurance administered by Delta Dental (optional, employee paid)
- Vision Insurance administered by Vision Service Plan (optional, employee paid)
- \$10,000 Life and AD&D, after one year of service
- Standard 401(K), after one year of service
- Uniforms: No deposit required
- Standard Incentive and Recognition Awards
- Employee Assistance Program

MEDICAL INSURANCE PLAN

G4S has a clear understanding of the requirements of the Affordable Healthcare Act (ACA), and our plans provide the health coverage that our employees need and deserve.

Plans are renewed each year on November 1; if any changes in cost or changes due to legislation or the interpretation of same, we request the opportunity to revisit our rates. The costs of insurance are influenced by a multitude of factors including, but not limited to, employee participation, claims history and other factors outside of our control. These factors are universal for all employees regardless of their industry and are not G4S-specific, so any increases would be experienced with any provider.

BENEFITS ELIGIBILITY

Employees with 32 or more hours per week are eligible for the identified benefits program.



OVERTIME

Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week (or more than 8 hours per day in California) or if additional hours are required outside the regular schedule. G4S will endeavor to use part-time personnel whenever possible to avoid overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.40 times the straight-time bill rate.

Personnel in California will be paid double time if required to work more than 12 hours per day. The corresponding bill rate for double time is 1.85 times the straight-time bill rate.

EQUIPMENT

Quoted rates include the following equipment:

- Secure Trax® enabled device
- Flashlights

Any additional equipment needed (such as radios, vehicles, PPE, etc.) can be direct-billed as incurred.

UNIFORMS

G4S will furnish each officer at a location with a complete complement of police style uniforms and foul weather gear. Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided with no payment or deposit required of the employee.

Please note that in order to comply with statutory requirements, all personnel assigned to California sites receive a uniform maintenance allowance.

PERMANENT SERVICE

Quoted rates are for regular or permanent service. The following applies to short-term and disaster/emergency services:

- **Short-term service:** Additional personnel will be provided at overtime rates for sites that have permanent coverage. For sites that have no permanent coverage, G4S will use short-term rates of \$48 per hour for unarmed requests.
- **Disaster/Emergency services:** Disaster and emergency services involve the deployment of large groups of personnel and include complicated operational issues such as travel, communications, equipment and lodging in sometimes challenging environments. Because needs vary, G4S requires the mutual development of the operations plan in order to ensure the highest probability of successful deployment in the event there is a need to activate this service. G4S has a well-established and documented Disaster/Emergency Operations Plan developed from extensive experience in providing these services.

EXHIBIT “C”



City of Westminster
Request for Proposals: Custody Officer Services

EXHIBIT A
BID FORM – Page 1 of 2

(Must be completed by Respondent)

PROPOSED RATES

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City of Westminster

Request for Proposals: Custody Officer Services

BID FORM – Page 2 of 2

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UNIFORMS

G4S will furnish each officer at a location with a complete complement of police style uniforms and foul weather gear. Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided with no payment or deposit required of the employee.

Please note that in order to comply with statutory requirements, all personnel assigned to California sites receive a uniform maintenance allowance.

PERMANENT SERVICE

Quoted rates are for regular or permanent service. The following applies to short-term and disaster/emergency services:

- **Short-term service:** Additional personnel will be provided at overtime rates for sites that have permanent coverage. For sites that have no permanent coverage, G4S will use short-term rates of \$48 per hour for unarmed requests.
- **Disaster/Emergency services:** Disaster and emergency services involve the deployment of large groups of personnel and include complicated operational issues such as travel, communications, equipment and lodging in sometimes challenging environments. Because needs vary, G4S requires the mutual development of the operations plan in order to ensure the highest probability of successful deployment in the event there is a need to activate this service. G4S has a well-established and documented Disaster/Emergency Operations Plan developed from extensive experience in providing these services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon UK Ltd. 122 Leadenhall St. London EC3M	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: AIG Europe Limited</td> <td>NAIC # AA1120841</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: AIG Europe Limited	NAIC # AA1120841	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:																					
PHONE (A/C, No, Ext):	FAX (A/C, No):																				
E-MAIL ADDRESS:																					
INSURER(S) AFFORDING COVERAGE																					
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED G4S PLC and/or Subsidiary Companies including but not limited to: G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter, FL 33458																					

COVERAGES **CERTIFICATE NUMBER: 811191** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	23003214	10/1/2019	9/30/2020	EACH OCCURRENCE \$ GBP 5,000,000 AGGREGATE \$ GBP 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See attached Additional Remarks Schedule

CERTIFICATE HOLDER **CANCELLATION** 19-20 Umbrella 811191

City of Westminster Attn: Mavic Hizon 8200 Westminster Blvd. Westminster, CA 92683	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Aon UK Limited</i></p>
--	---



AGENCY CUSTOMER ID: _____

LOC #: _____

811191

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Aon UK Ltd.		NAMED INSURED G4S PLC and/or Subsidiary Companies including but not limited to: 1395 University Blvd Jupiter, FL 33458
POLICY NUMBER		
CARRIER AIG Europe Limited	NAIC CODE AA1120841	EFFECTIVE DATE: 10/19/2019

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 25 FORM TITLE: Certificate of Liability Insurance

City of Westminster Security Services Agreement dated February, 11th, 2015. Location of services: 8200 Westminster Blvd. Westminster, CA 92683. The City of Westminster and its elected and appointed boards, officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the Umbrella Liability policy. Umbrella Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Umbrella Liability policy. G4S Branch: LAN-01 Umbrella coverage follows form over the general liability, automobile liability and employers liability coverages. The Umbrella policy attaches at US \$5M and the umbrella limit shown applies in excess of this limit. As respects to the Umbrella policy, Aon Risk Solutions (US) is generating and distributing this certificate in an administrative capacity. Aon UK LTD is the broker for the defined policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458	INSURER A: National Union Fire Insurance Company of P 19445	
	INSURER B: New Hampshire Insurance Company 23841	
	INSURER C: AIG Specialty Insurance Company 26883	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W13054655 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 686-24-20	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	CA 499-32-50 (AOS)	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	N/A	Y	WC 017-51-5817 (AOS)	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	E&O Professional		Y	01-826-03-61	10/01/2019	10/01/2020	Per Claim: \$4,000,000 Aggregate: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached:

CERTIFICATE HOLDER City of Westminster Attn: Mavic Hizon 8200 Westminster Blvd. Westminster, CA 92683	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Florida, Inc.		NAMED INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Automobile Liability Policy:

Insurance Carrier: National Union Fire Insurance Company of Pittsburgh - NAIC Number: 19445

All Limits Apply Per Policy

Policy Numbers: CA 499-32-51 (VA) & CA 499-32-53 (MA)

Policy Term: 10/01/2019 - 10/01/2020

Combined Single Limit: \$1,000,000 - Any Auto

Workers' Compensation and Employer's Liability Policies:

All Limits Apply Per Policy

Workers' Compensation and Employer's Liability policies are effective 10/01/2019 and expire 10/01/2020.

Insurance Carrier: New Hampshire Insurance Company - NAIC Number: 23841

Policy Numbers: WC 017-51-5812 & WC 017-51-5813 (MA,WI)

Applies Per Statute

E.L. EACH ACCIDENT \$5,000,000

E.L. DISEASE - EACH EMPLOYEE \$5,000,000

E.L. DISEASE - POLICY LIMIT \$5,000,000

WC 017-51-5813 (MA,WI) Includes Stop Gap. WC 017-51-5812 applies to AZ, IL, KY, NC, NH, NJ, PA, UT, VA, and VT.

Insurance Carrier: American Home Assurance Company - NAIC Number: 19380

Policy Numbers: WC 017-51-5815 (CA)

Applies Per Statute

E.L. EACH ACCIDENT \$5,000,000

E.L. DISEASE - EACH EMPLOYEE \$5,000,000

E.L. DISEASE - POLICY LIMIT \$5,000,000

Insurance Carrier: Illinois National Insurance Company - NAIC Number: 23817

Policy Numbers: WC 017-51-5816 (FL)

Applies Per Statute

E.L. EACH ACCIDENT \$5,000,000

E.L. DISEASE - EACH EMPLOYEE \$5,000,000

E.L. DISEASE - POLICY LIMIT \$5,000,000

Excess Workers' Compensation and Employers Liability Policy:

Insurance Carrier: New Hampshire Insurance Company - NAIC Number: 23841

Policy Numbers: XWC 556-56-52 (OH)

Policy Term: 10/01/2019 - 10/01/2020

E.L. EACH ACCIDENT \$4,900,000

E.L. DISEASE - EACH EMPLOYEE \$4,900,000

City of Westminster Security Services Agreement dated February, 11th, 2015. Location of services: 8200 Westminster Blvd. Westminster, CA 92683. The City of Westminster and its elected and appointed boards, officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies. Professional Liability policy is claims-made. G4S Branch: LAN-01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 CN122308204--crime-19-20	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Beazley Insurance Company, Inc.		37540
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-010737140-03 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Crime			V203F9190301	10/01/2019	10/01/2020	Limit: 10,000,000 Deductible: 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Westminster Security Services Agreement dated February, 11th, 2015. Location of services: 8200 Westminster Blvd. Westminster, CA 92683. G4S Branch: LAN-01

Blanket Crime Coverage includes Third Party Fidelity.

CERTIFICATE HOLDER City of Westminster Attn: Mavic Hizon 8200 Westminster Blvd. Westminster, CA 92683	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2019 forms a part of

policy No. CA 499-32-50 issued to G4S Holding One, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

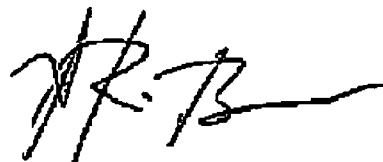
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2 Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2019 forms a part of

policy No. GL 686-24-20 issued to G4S Holding One, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

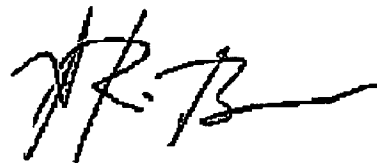
ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

A handwritten signature in black ink, appearing to be "J.R. B.", written over a horizontal line.

**Authorized Representative or
Countersignature (in States Where
Applicable)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/01/2019

Forms a part of Policy No. WC 017- 51-5817

Issued to G4S Holding One, Inc.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY, OR**
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2019 forms a part of

Policy No. CA 499-32-50 issued to G4S Holding One, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

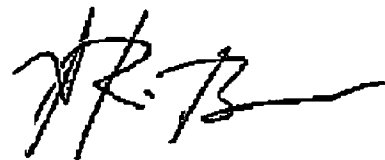
ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a Covered "auto".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE