GENERAL SERVICES CONTRACT Security Services Specification No. S-2023-1429BD

This GENERAL SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Universal Protection Service LP DBA Allied Universal Security Services (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor for security services ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on April 24, 2024, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" - Proposal and BAFO

Exhibit "C" - Determined Insurance Requirement Form

Exhibit "D" - Contractor Safety Standards

Exhibit "E" - Human Resources Policies

Exhibit "F" - Not Used

Exhibit "G" - Not Used

- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.

- 1.5 Work Hours: Shall be as specified in Exhibit "A."
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 <u>Modifications to Scope of Work</u>. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 <u>Familiarity with Work</u>. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 <u>Performance</u>. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

- 3.1 The term of this Contract shall be for three hundred sixty-five (365) calendar days from the effective date of the Notice to Proceed.
- 3.2 <u>Renewals</u>. At its sole discretion, OC San may exercise the option to renew this Contract for up to four (4) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.
- 3.3 <u>Extensions</u>. The term of this Contract may be extended only by an amendment signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Two Million Two Hundred Forty-Six Thousand Nine Hundred Seventy-Two Dollars and Fifty Cents (\$2,246,972.50).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

4.3 For purposes of adjusting the maximum hourly rates agreed to by the Parties in Exhibit "B" for Contractor employees and any of its subcontractor employees performing services under this Contract, rates shall be adjusted annually based on the Consumer Price Index (CPI) of Los Angeles-Long Beach-Anaheim, California as of September of each year. This rate is from the United States Department of Labor Bureau of Labor Statistics. The annual salary figures used in calculating hourly rates shall not otherwise be adjusted, regardless of whether any Contractor employees may have received a salary increase from Contractor that exceeds that increase in CPI. The annual adjustments shall not exceed three percent (3%).

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

6. California Department of Industrial Relations Registration and Record of Wages.

- To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at http://www.dir.ca.gov/DLSR/PWD.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of

the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

- 7. Davis-Bacon Act. Not Used.
- 8. <u>Damage to OC San's Property</u>. Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
- **9.** <u>Freight (F.O.B. Destination)</u>. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- **10.** Audit Rights. Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
- 11. Contractor Safety Standards and Human Resources Policies. OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
- 12. <u>Insurance</u>. Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
- **13.** Bonds. Not Used.
- 14. Indemnification and Hold Harmless Provision. Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with

Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

- 15. <u>Independent Contractor</u>. The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
- **16.** <u>Subcontracting and Assignment</u>. Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
- **17.** <u>Disclosure</u>. Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
- **18.** Non-Liability of OC San Officers and Employees. No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
- **19.** <u>Third-Party Rights.</u> Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
- 20. Applicable Laws and Regulations. Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
- 21. <u>Licenses, Permits, Ordinances, and Regulations</u>. Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
- **22.** Regulatory Requirements. Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but

- not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
- **23.** Environmental Compliance. Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 24. South Coast Air Quality Management District's Requirements. It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
- **25. Warranties**. In addition to the warranties stated in Exhibit "A," the following shall apply:
 - 25.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Project Manager or designee.
 - 25.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

26. Dispute Resolution.

- 26.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 26.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

27. <u>Liquidated Damages</u>. Not Used.

- 28. Remedies. In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.
- **29. Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

30. Termination.

- 30.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination. Contractor may terminate this Contract for its convenience upon 120 days' notice to OC San.
- 30.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 30.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:
 - if Contractor becomes insolvent or files a petition under the Bankruptcy Act: or
 - if Contractor sells its business: or
 - if Contractor breaches any of the terms of this Contract; or
 - if the total amount of compensation exceeds the amount authorized under this Contract.
- 30.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
- **31.** Attorney's Fees. If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
- **32.** <u>Waiver</u>. The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision

or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

- **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
- **34. Survival**. The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
- **35.** Governing Law. This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

36. Notices.

36.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Jeremey Arbiso

Senior Buyer

Orange County Sanitation District

10844 Ellis Avenue

Fountain Valley, CA 92708

jarbiso@ocsan.gov

Contractor: Steve Claton

President Southwest Region

Universal Protection Service LP DBA Allied Universal Security

Services 450 Exchange Irvine, CA 92602 Steve.claton@aus.com

- 36.2 Each party shall provide the other party written notice of any change in address as soon as practicable.
- **37.** Read and Understood. By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

- **38.** Authority to Execute. The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
- **39.** Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated:	By: Chad P. Wanke Chair, Board of Directors	
Dated:	By: Kelly A. Lore Clerk of the Board	
Dated:	By: Ruth Zintzun Finance & Procurement Manager	
	UNIVERSAL PROTECTION SERVICE LP DBA AUNIVERSAL SECURITY SERVICES	ALLIED
Dated:	By:	
	Print Name and Title of Officer	

IG

EXHIBIT A

SCOPE OF WORK

For

Security Services

EXHIBIT A SCOPE OF WORK SECURITY SERVICES SPECIFICATION NO. S-2023-1429BD

EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 210 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries. OC San is a special district, governed by a 25-member Board of Directors. We employ a staff of approximately 650 employees in professional, administrative, technical, and trade occupations, managing the day-to-day activities of OC San. Our facilities include 396 miles of sewer pipes, located throughout the county, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards. A future Headquarters Complex building to house OC San's administrative support departments is slated for completion in early 2024.

Our employees are on duty protecting health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week and 365 days a year. We take pride in providing quality service to our ratepayers.

1.0 Purpose

- **1.1** The Orange County Sanitation District (OC San) provides for employees, visitors, and contractors a safe and secure working environment and for protection of the public's significant investment in facilities.
- **1.2** OC San seeks to enter into a professional services Contract with a Contractor for general security guard services by armed and unarmed security officer(s).
- 1.3 OC San expects the Contractor to be solutions-oriented and proactive in assisting OC San mitigate risk and protect people, capital assets, and operations against the threats of injury and loss or damage by criminal, hostile, or malicious acts.

2.0 Description

2.1 Contractor will provide armed and unarmed Security Officers who will be responsible for overseeing and conducting plant and building access control, security patrol, CCTV monitoring, conducting daily checks of critical buildings and facilities, and other security related activities as directed by OC San.

3.0 Work Elements

- 3.1 Contractor agrees to furnish security guard services for the protection of all real property now or hereafter, owned, leased, or operated by OC San and requires uniformed armed and unarmed Security Officers as follows:
 - **3.1.1** Reclamation Plant 1 (Plant 1) located at 10844 Ellis Avenue, Fountain Valley, CA 92708

- **3.1.2** Headquarters Building located at 18480 Bandilier Circle, Fountain Valley, CA 92708
- **3.1.3** Wastewater Treatment Plant 2 (Plant 2) located at 22212 Brookhurst Street, Huntington Beach, CA 92646
- 3.1.4 Other critical sites located within our service area that require general security services by armed and unarmed security officer(s). (see attached Appendix A-1)
- **3.2** Contractor agrees to furnish Security Officers to protect against vandalism, theft, trespass, and fire; maintain order during demonstrations or assemblies; and attend any other events, as requested by OC San, to ensure the security of OC San operations and property.
- **3.3** Contractor will provide Security Officers at the locations, days of the week and times noted below:
 - **3.3.1** Post Commander/ Account Manager (<u>1 Post</u>)
 - **3.3.2** Armed Security Officer(s) at Plant 1 and Plant 2 main entrance gates, 24-hours per day and seven (7) days per week (2 Posts).
 - 3.3.3 Armed Security Officers at Plant 1 and Plant 2 contractor gates, and Headquarters Building, ten (10) hours per day and five (5) days per week (M-F), and as needed after hours which may include evenings and weekends, at the request of OC San (4 Posts).
 - 3.3.4 Armed Security Patrol Officer(s) at Plant 1, Plant 2, 24-hours per day and seven (7) days per week. Additionally, Patrol Officers for Plant 1 and Plant 2 will be responsible for rendering security services to all offsite facilities to include, but not limited to, pump stations and other properties owned by OC San (2 Posts).
 - **3.3.5** Unarmed Security Officer(s) located at Plant 1 Security Monitoring Station, 24-hours per day and seven (7) days per week (<u>1 Post</u>).
 - **3.3.6** Armed Security Monitoring Station/ Patrol(s) located at Headquarters Security Monitoring Station, 24-hours per day and seven (7) days per week (**1 Post**).
- 3.4 Contractor will have the capacity to provide Personnel Protective service at the request of OC San. Person(s) assigned to individual protection must have experience in law enforcement or another applicable security service. Personnel Protective service is required to utilize an unmarked vehicle when providing individual protective services for OC San employees who require elevated levels of security.
- 3.5 Security Officers will actively monitor their assigned area for unusual or suspicious activity, record visitors' names and implement visitor access and control policy, issue visitor badges, record license plate numbers, give directions, respond quickly to security and/or emergency related incidents, secure and regularly patrol plant facilities, Headquarter Building and other OC San Buildings/ Pump Stations, perimeter barriers, monitor security footage, work with law enforcement to prevent and deter crime, and conduct other security related operations as directed by OC San.
- 3.6 Contractor will have the capacity to provide additional Security Officers as requested by OC San for special events, during emergencies, or aid in the removal of homeless encampment, or for other related services.

- 3.7 Management or supervisory personnel of the Contractor must be readily available to respond to all security related issues at the request of OC San. Management and supervisory services, including but not limited to, contract administration, supervision, training, and scheduling of personnel shall be the responsibility of the Contractor.
- 3.8 Security Officers must meet all requirements for licensure as identified under the California Bureau of Security and Investigative Service (BSIS) requirement for licensure and must undergo a criminal history background check through the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI). Armed Security Officers (Exposed Firearms Permitted Officers) must meet the requirements established under Article 4 (commencing with Section 7540) of Chapter 11.3, Article 4 (commencing with Section 7583) or Chapter 11.5 and Article 6 (commencing with Section 7596) or Chapter 11.6 of Division 3 of the Business and Professions Code (BPC). Additionally, Armed Security Officers must maintain firearms proficiency and meet standards established by the Contractor.
 - **3.8.1** Firearms caliber and model shall be based on industry standards and anticipated operational needs.
 - **3.8.2** Firearms shall not be stored onsite.
 - **3.8.3** Weapons clearing, unloading and loading areas are not provided by OC San.
- 3.9 Security Officers are required to adhere to all safety guidelines established by OC San and will be trained in safe work practices and procedures. Contractor will provide all American National Standards Institute (ANSI) approved personnel protective equipment (PPE) necessary for Security Officers to operate within the plant and all designated areas. Personnel working in mandatory designated process areas must wear the following approved PPE:
 - **3.9.1** Hard Hat
 - **3.9.2** Steel toe boots or shoes
 - **3.9.3** Eye protection
 - **3.9.4** Ear protection (in designated areas)
 - **3.9.5** High-visibility safety vest
 - **3.9.6** Personal 4-gas meter capable of monitoring hydrogen sulfide, carbon monoxide, LEL, and percent oxygen. Meter shall be BW Gas Alert MicroClip XL or equivalent.
- 3.10 Security Officers will be employees of the Contractor, and the Contractor will pay all salaries, benefits, and expenses of, and all federal Social Security taxes, federal and state unemployment taxes, and any similar taxes relating to such employees. Contractor shall not sub-contract security personnel for assignment at OC San.
- **3.11** Security Officers must maintain Cardiopulmonary Resuscitation (CPR) certification from the American Red Cross or American Heart Association (AHA).
- 3.12 Security Officers will be required to utilize visitor management software to record visitors' names and implement visitor access and control policy, issue visitor badges, record license plate numbers, and restrict visitor access using integrated mechanisms that flag restricted persons from accessing OC San properties. Additionally, Officers will be responsible for giving directions to visitors, responding to security or emergency related incidents, and communicate visitor and contractor access with Plant Operations and/or Risk Management.

4.0 Uniforms and Equipment

- 4.1 Contractor shall supply all uniforms as specified by OC San and assure they are cleaned and maintained at Contractors expense. All Contractor personnel shall wear complete uniforms (with PPE when appropriate), badges, and company designation patch as issued by the Contractor. Safety hard hats and reflective safety vests will be issued at Contractors expense. See Section 3.9 for additional safety and PPE requirements. Prior to use, uniforms must be approved by OC San. Each security officer shall also have nametags. Nametag and personal photographic identification card shall be worn on the outside of the uniform, in clear view while on duty. OC San will be responsible for issuing an access control card with the Officer's name and picture identification. Uniforms shall meet the following requirements:
 - **4.1.1** Trouser Gray or Black color and may be flat or cargo type pant
 - **4.1.2** Shirt White, blue, or grey shirt with short and / or long sleeves
 - **4.1.3** Belt Black tactical law enforcement type
 - **4.1.4** Socks White or black mid-calf sock
 - **4.1.5** Jacket Rain and/or windbreaker jacket or authorized poncho during inclement weather
 - **4.1.6** Holster Hip holster and up to two (2) magazine cases
 - **4.1.7** Optional radio pouch or holder
 - **4.1.8** Footwear Solid black steel toed shoes or boots
 - **4.1.9** Glasses Prescription or black protective sunglasses
 - **4.1.10** Security badge (pinned or sown)
- 4.2 Contractor shall provide all weather gear, flashlights, cellular telephones, patrol vehicle(s), safety equipment, and other equipment required to perform the services required or as specified by OC San. Contractor shall immediately replace or repair any Contractor supplied equipment damaged or lost through neglect by Contractor personnel or normal wear and tear associated with ordinary use and exposure over time.
- **4.3** Officers are not authorized to wear handcuffs, batons, or tactical type plate carriers. Pepper spray may be carried if Officer is trained and certified in its use.
- 4.4 OC San will be responsible for issuing two-way radio units with the capacity to communicate with OC San personnel and monitor all radio traffic. Should radio equipment be lost or damaged, the Contractor shall reimburse OC San for the full replacement cost of the new unit.
- **4.5** Contractor will provide at their expense cellular phones for applicable security personnel for use during daily operations.
- 4.6 Security booths located at Plant entry gates will be provided for Security Officers use. The Contractor shall not make any modifications or alterations to this buildings or structures without the permission of the designated OC San Security Representative. OC San will provide normal maintenance and repair of the facilities. Cleanliness in the Security Booths

and areas used by Contractors employees shall be the responsibility of the Contractor. OC San will provide janitorial service for all booths. Additionally, OC San will provide the necessary items to support day-to-day security operations to security booths that will support their use. Items will include:

- **4.6.1** Desktop or laptop computer
 - **4.6.1.1** Personal use of desktop or laptop computer is prohibited.
- 4.6.2 Phone system
 - **4.6.2.1** Personal use of phone system is prohibited.
- 4.6.3 Microwave
- **4.6.4** Refrigerator
- **4.6.5** Air conditioning / heating unit
- 4.6.6 Restroom
- **4.7** Contractor will provide three (3) security vehicles which will support patrol of OC San properties within the service area and other administrative functions as necessary to perform security related activities. Contractor will be responsible for cost of fuel, maintenance, and all other miscellaneous costs. Vehicles shall meet the following requirements:
 - **4.7.1** Each vehicle shall not have mileage more than 100,000 miles, nor shall the vehicle(s) be more than five years old. If the Contractors vehicle(s) exceed the specified mileage or age, the Contractor shall replace said vehicle(s).
 - **4.7.2** Vehicles shall not have damaged or dented bodies, damaged paint finishes, damaged windows, or missing parts.
 - **4.7.3** Each vehicle shall be clearly marked as a security vehicle and will have overhead amber colored light bar for visibility.
 - **4.7.4** Can traverse rough terrain such as dirt or muddy roads.

5.0 Duty Assignments & Provider Service Contract

5.1 Security Officers will be assigned to the following duty assignments:

HEADQUATERS BUILDING	DAY OF THE WEEK	LOCATION
Armed Security Officer Lobby Desk	M-F, 0700-1700	18480 Bandilier Circle, Fountain Valley
Armed Security Officer Security Monitoring Station & Patrol	24 hours / 7 days	
RECLAMATION PLANT 1	DAYS OF THE WEEK	LOCATION
	DATO OF THE WEEK	
Armed Post Commander & Vehicle		10844 Ellis Avenue, Fountain Valley

Armed Security Officer Garfield Construction Gate	M-F, 0530-1530; and on evenings and weekends upon request	
Armed Security Officer Patrol & Patrol Vehicle	24 hours / 7 days	
Unarmed Security Officer Security Monitoring Station	24 hours / 7 days	
WASTEWATER TREATMENT PLANT 2	DAYS OF THE WEEK	LOCATION
Armed Security Officer Brookhurst Main Gate	24 hours / 7 days	22212 Brookhurst Street, Huntington Beach
Armed Security Officer Banning Construction Gate	M-F, 0530-1530; and on evenings and weekends upon request	
Armed Security Officer Bushard Construction Gate	M-F, 0530-1530; and on evenings and weekends upon request	
Armed Security Officer Patrol & Patrol Vehicle	24 hours / 7 days	
OFFSITE FACILITIES/ PUMPING STATIONS	DAYS OF THE WEEK	LOCATION
Armed or Unarmed Security Officer	Upon Request	All
PERSONNEL PROTECTIVE SERVICES	WEEKDAYS	LOCATION
Armed Security Officer	Upon Request	All

- This is not an exclusive contract and if the Contractor fails to provide continuity of service, then OC San reserves the right to hire security staff from another Contractor to augment security staff and or meet OC San's business needs. Any additional costs incurred by OC San because of such action will be billed to the Contractor.
- 5.3 OC San will not pay any overtime for personnel because the Contractor failed to provide the number of security officers required for each assignment and each shift as specified in this Scope of Work. Overtime bill rates may apply if requested and approved by OC San for guard services outside of the core hours for non-standard scheduling and events.
- **5.4** OC San reserves the right to reduce security staffing or move posts.
- **5.5** No services shall be subcontracted to a third-party security agency.
- 5.6 OC San does not specify or monitor health and other benefits for Contractors employees. All costs relating to health and benefits shall be borne by the Contractor at no additional cost to OC San. OC San shall only be billed based on a flat hourly bill rate for actual hours worked on-site. The hourly bill rate for each position shall include all Contractors salaries, over-time pay, benefits, overhead, etc. With exception to the Plant 1 and Plant 2 Patrol Officers and Main Gate Officers, Security Services staffing will observe OC San holiday schedule.
- 5.7 One (1) Post Commander is required to oversee security operations at OC San, even when the assigned Post Commander is on vacation, leave, and during off-site non-OC San requested meetings or trainings. An Armed Security Officer or Patrol Officer may serve as the Acting Post Commander during the assigned Post Commander's absence. OC San will reimburse for the Post Commander's hourly bill rate and not one at a higher rate. The Acting Post Commander shall not have a dual role.

6.0 Responsibilities

- 6.1 Security Officers assigned to OC San locations will execute his/her responsibilities in a positive and professional manner. The Contractor shall clearly demonstrate its commitment to providing personnel who project this positive image to employees, customers, suppliers and to the public.
- **6.2** Contractor will deliver the requested services, including but not limited to the following:
 - **6.2.1** Protecting the safety of persons, their property, and OC San critical infrastructure.
 - **6.2.2** Implement and enforce OC San visitor control and access policies.
 - **6.2.3** Prevent and minimize fire, theft, damage, and trespass on OC San properties.
 - **6.2.4** Report any unusual incidents or hazardous conditions.
 - 6.2.5 Be familiar with fire and evacuation procedures for all sites. Additionally, Security Officers shall assist OC San staff as needed, to include assist in evacuating OC San employees, contractors, and visitors during emergencies and directing evacuees to safety assembly areas. OC San is vulnerable to the following natural and manmade hazards:
 - **6.2.5.1** Tsunami warnings
 - **6.2.5.2** Suspicious packages
 - **6.2.5.3** Medical emergencies
 - **6.2.5.4** Terrorism or other acts of violence such as an active shooter
 - **6.2.5.5** Building evacuations or shelter-in-place
 - **6.2.5.6** Elevator entrapments
 - 6.2.5.7 Criminal incidents
 - **6.2.5.8** Hazardous materials release or biosolid spill within the plant
 - **6.2.5.9** Fire alarm activation, both legitimate and false
 - **6.2.6** Be familiar with intrusion alarms or panic alarms in buildings.
 - **6.2.7** Security officers shall use cell phones as required to perform duties and shall not be in possession of personal electronic devices or reading materials not related to security officer's duties while on duty.
 - **6.2.8** Monitor Closed Circuit Television (CCTV) for suspicious, illegal, or irregular activities and reports such activities, as required.
 - **6.2.9** Operate radios, computers, and telephones, provided by both the Contractor and OC San, to facilitate communications with OC San management, plant operations and Risk Management Division staff as required.

- **6.2.10** Monitor all traffic (vehicle and pedestrian), screen and assist visitors as appropriate, and ensure that persons without legitimate business are asked to leave or are escorted from OC San Properties.
- 6.2.11 Notifying Plant Operations, OC San Risk Management, Fountain Valley Police Department (FVPD), Huntington Beach Police Department (HBPD), and/ or other applicable persons/ agency as necessary in the event of an emergency.
- **6.2.12** Issuing temporary parking passes and visitor identification cards / badges according to OC San Workplace Security Policy.
- **6.2.13** Directing visitors to-lobby or other common areas.
- **6.2.14** Maintain accurate key control of all issued keys and access cards.
- **6.2.15** Assist in emergency evacuation of OC San facilities and aid the Building Evacuation Coordinators or designee, as directed.
- **6.2.16** Protect and safeguard employees and/or visitors and notify the Plant Operations or Control Center, OC San Security Representative, FVPD, HBPD, and other law enforcement agencies as necessary.
- **6.2.17** Wear issued uniform for field and office environment. The Contractor must provide all uniforms, at the Contractors expense, tailored to the employee, and be the same for all assigned Security Officers and Post Commander / Account Manager. Contractor shall obtain approval for all security uniforms that are worn on OC San property. Contractor may make uniform recommendations that may be implemented upon the approval of OC San.
- 6.3 Conducting Administrative and Supervisory Duties
 - 6.3.1 Maintain legible digital records of security officer force activities and provide daily written reports which pertain to occurrences relating to the security of OC San facilities, employees, contractors, and visitors. Upon request by OC San Risk Management, Contractor Account Manager/Management shall meet with Risk Management to discuss issues or concerns. Maintain and provide daily shift overview reports which include but are not limited to shift notes or the daily report, security checkpoints, security observations, and times of security related activities.
 - 6.3.2 Contractor shall have the ability to implement automated daily activity reporting and incident reporting software management system, with the capability to send emails of reports to applicable OC San officials. Contractor shall have the responsibility to send daily reports to OC San Risk Management and other officials as needed. OC San does not specify the type of automated daily activity reporting and incident reporting software management system.
 - **6.3.3** Recommend solutions to OC San for recurring security problems. Contractor must have the ability to work with OC San management to solve security related issues throughout all OC San facilities. Contractor is expected to be proactive in ensuring a safe and secure environment is established and maintained.

- **6.3.4** Operate OC San-supplied radio units for internal security communication related operations.
- **6.3.5** Duties at OC San facilities involve protecting OC San property and personnel, traffic control and reporting violations of OC San rules or safety policies.
- **6.3.6** Control the entrance and movement of pedestrian and vehicular traffic at all gates.
- **6.3.7** OC San Risk Management shall schedule and meet with the Post Commander/ Account Manager on a regular basis to discuss issues which involve OC San security matters and personnel. The frequency of the meeting shall be mutually acceptable to both parties.
- **6.3.8** Contractor is responsible to ensure that Security Officers receive meal and periodic breaks as required by law. Meal and rest periods for all gate officers and security monitoring station shall be covered by patrol officer and/or post commander.
- 6.3.9 Contractor personnel may be required to operate / maintain access control program software, and other technologies such as motorized or non-motorized gates or gate arms at the plant entrance, security post, or centralized security monitoring station which is provided and maintained by OC San. The cost of repair for any damage to such equipment beyond the scope of normal wear and usage will be the responsibility of the Contractor, and the next following invoice submitted will reflect a credit of such amount.
- **6.3.10** Security personnel will be required to operate the electronic visitor management system and adhere to OC San Visitor Identification and Control Policy.
- 6.4 Contractor shall document incidents and provide oral reports of any incident that occurs on any shift by the close of that shift period. This report shall be provided to the shift supervisor and to Risk Management. An incident is defined as, but not limited to the following:
 - **6.4.1** Any apparent or suspected criminal attack exercised against OC San, its assets, or personnel, including employees of the Contractor assigned to the site or any authorized visitors thereon.
 - **6.4.2** Any criminal or civil charges brought against the Contractor or its personnel as it may relate to the contracted services.
 - **6.4.3** Any apparent trespass of OC San's property.
 - **6.4.4** Any verbal or physical confrontation resulting between a Security Officer and an OC San employee or guest or visitor of OC San.
 - **6.4.5** Any performance failure of the Contractor.
 - **6.4.6** Any federal, state, or county regulatory requirement in which the Contractor is in noncompliance.
 - **6.4.7** Any equipment or system failure associated with the performance of the contracted services by the Contractor.

- **6.4.8** Any fire or unsafe condition existing within the OC San environment and observed by or reported to a Security Officer, and the emergency actions taken by the Security Officer to eliminate or ameliorate such conditions.
- **6.4.9** Any incidents in which procedures governing the safe and orderly operations of the site are violated.

7.0 General Guidelines

- 7.1 OC San expects the Contractors staff to be highly competent and professional. Security Officer duties are generally routine; however, inherent to security personnel is a special trust. Security Officers must adhere to a strict code of ethics and project a favorable image. An ongoing effort by the Contractor and Contractor staff is necessary to ensure that Security Officers are highly qualified and accepted as an asset to the OC San. OC San shall review the Contractor's job descriptions and qualification for their security officers. OC San shall have the ability to make changes to the job description and specifications if they do not match our requirements.
- **7.2** OC San will not accept any Contractors employees who have been involved in or display the following:
 - **7.2.1** A felony conviction.
 - **7.2.2** Conviction for a sex crime offense.
 - **7.2.3** Conviction of drunk or reckless driving within the last three (3) years; or a pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records.
 - **7.2.4** History of dishonest behavior in the work environment and/or poor or negative work history with OC San.
 - **7.2.5** Neck or facial tattoos.
- 7.3 The expected levels of conduct and proficiency are listed below. It is not intended to be an inclusive list and is subject to modification. OC San shall maintain the right to adjust performance standards if they are found to be lacking and give a poor reflection upon OC San.
 - **7.3.1** A professional attitude and demeanor that is cooperative, tactful, and conveys a sense of confidence to employees.
 - **7.3.2** Exhibit trustworthiness and honesty with OC San officials, contractors, and visitors. Dishonest and inappropriate behavior may result in removal from assignment.
 - **7.3.3** Project a favorable image with appearance, attitude, courtesy, and job knowledge.
 - **7.3.4** Exhibit good judgment and presence of mind in making decisions.
 - **7.3.5** A consistent clean, neat uniform appearance. No unauthorized articles of clothing. All shirts correctly buttoned.
 - **7.3.6** Prompt and regular attendance to maintain effective and efficient operations.

- Officers are expected to report to work as scheduled, unless proper arrangements have been made.
- 7.3.7 The roving security patrol officer will leave the plant only when driving between all OC San facilities or properties. If the security patrol officer must drive to another location, the security patrol officer shall obtain prior approval from the authorized designated Post Commander / Manager or Risk Management representative.
- **7.3.8** Roving security patrol officer shall patrol areas to include Plant No. 1 & 2 and all OC San buildings and other facilities as required. The Patrol Officer will be responsible for securing and observing check points per the Post Order, assisting main gate during high traffic flow.
- **7.3.9** Submission of Security Officer reports that are accurate, complete, legible, and timely. No abbreviations, no police radio codes, any personal opinions, editorial comments, or graphics. Sketches or pictures of the incident shall be included if available.
- **7.3.10** Proper English grammar shall be used to prepare official security incident reports.
- **7.3.11** Accurate and timely submission of incident reports when applicable.
- **7.3.12** Accurate and timely submission of injury reports and vehicle accident reports as required.
- 7.3.13 In the event, a Security Officer is involved in a vehicle collision on OC San property; the Security Officer shall undergo alcohol and drug testing that day. The Security Officer involved in the vehicle accident cannot be assigned to OC San facilities pending the results of the alcohol and drug test.
- **7.3.14** Prompt reporting of security discrepancies.
- **7.3.15** Basic computer skills which will include Microsoft Office, Outlook, and other security related software applications acquired and utilized by OC San.
- **7.3.16** Proper care and accountability of OC San property.
- **7.3.17** Demonstrated competence in using security related equipment, such as radios, CCTV monitors, cellular telephones, alarm monitors, electronic visitor management system, and keypads.
- **7.3.18** Maintain assigned post in a clear and organized appearance.
- **7.3.19** Proper radio communication procedure and courtesy. (No profanity or foul language.)
- **7.3.20** Make all communications check-in calls on time or account for absence prior to the check-in time.
- **7.3.21** Timely renewal of security officer registration and open carry permits (90 days prior to expiration).
- 7.3.22 Maintain valid California driver's license. Driving license record must be

- provided upon OC San request.
- **7.3.23** Excellent attendance record with no abuse of sick leave.
- **7.3.24** Knowledge and compliance with appropriate department directives. (Manual, post orders, department memorandums, security bulletin.)
- **7.3.25** Adherence to OC San regulations and policies.
- **7.3.26** Being knowledgeable of emergency plans for assigned facility.
- **7.3.27** Being knowledgeable of key management personnel at assigned facility.
- **7.3.28** Make constructive suggestions for improvements within the security operating procedures as appropriate.
- **7.3.29** Investigate the background and references of each security officer assigned to OC San.
- **7.3.30** Complete a criminal history check for all security officers that will work at OC San.
- **7.3.31** Provide copy of Individual State Officer License or "Guard Card" and open Carry Permit (if applicable) of each Security Officer assigned to OC San.
- **7.3.32** Ensure that each security officer assigned to OC San is fluent in English. He or she must have the ability to read, write and speak the English language. The ability to speak and understand Spanish is desirable.
- 7.3.33 Ensure that each security officer is free from narcotics, marijuana, and dangerous drugs by conducting medical examination/drug screenings in compliance with applicable law. Contractor must submit all new hires to drug screening. Whenever there is reasonable suspicion that a security officer is under the influence of alcohol or an illegal substance while on duty, that employee shall be subject to further drug screening. Annual and/or random drug screening may also be performed to the extent permitted by applicable law.
- 7.3.34 OC San may request the Contractor to remove any security officer from performing services under the Contract Document at any time and for any reason. The Contractor shall remove and replace personnel within 24- hours when requested by OC San.
- 7.3.35 The Contractor shall remove and replace, if necessary, security officer within 60 minutes of OC San request for any cause or condition that renders the security officer incapable of performing his or her duties. Violations include but are not limited to sleeping on duty, theft, and on-duty use of alcoholic beverages or illegal drugs.
- **7.3.36** Engagement in any activity that may detract from the security officer's alertness and undivided attention to their duties shall not be permitted. This includes sleeping while on duty, unreasonable delays, or failures to carry out assigned tasks, and conducting personal affairs.
- 7.4 OC San representative will meet with all newly hired Security Officers prior to their

assignment.

8.0 Qualifications and Training

- **8.1** Contractor understands that security officer personnel proposed to be assigned to OC San shall, as a minimum, possess the following:
 - 8.1.1 Proof of having passed all state requirements for armed or unarmed security officers. Officers must possess an identification card issued by the Bureau of Security and Investigative Services, State of California Consumer Affairs Dept., which allows them to be employed by a licensed security agency. A copy of this security officer card or "guard card" shall be sent to OC San prior to the security officer reporting for duty. No Contractor employee is exempt from this requirement.
 - **8.1.2** A high school diploma or GED.
 - **8.1.3** Individuals proposed for assignment, as Security Officers will have at least one year of prior satisfactory employment in a similar capacity.
 - **8.1.4** OC San reserves the right to review and interview all prospective security officers and to qualify and disqualify the security officers based on the needs and requirements of OC San.
 - **8.1.5** Demonstrated ability to read, write, and speak English.
 - **8.1.6** Have the demonstrated psychological ability to deal with issues confronted by security officers in the performance of their duties.
 - **8.1.7** Random drug test may be required by the Contractor if there is reasonable suspicion that a security officer is under the influence of alcohol or an illegal substance while on duty.
 - **8.1.8** Personnel shall not work at any other Contractor serviced location, while permanently assigned to OC San.
 - **8.1.9** Personnel shall not be required to work more than sixteen (16) continuous hours in one (1) shift or 24-hour day.
 - **8.1.10** Personnel shall not be required to work more than two (2) different shifts within a normal work week unless the necessity for such assignment can be justified to the satisfaction of OC San.
 - **8.1.11** Possess valid First Aid and CPR certification from the American Heart Association or American Red Cross.
 - 8.1.12 Security officers must be fully capable of performing duties requiring moderate to arduous physical exertion under either normal or emergency conditions. They must possess good distance vision in each eye (corrected to at least 20/30 on the Sneller Chart), normal fields of vision, good depth perception, close vision correctable to Jaeger #4 type test of both eyes, and ability to distinguish basic colors. Hearing loss not to exceed 30 decibels in both ears, and 35 decibels in the poorer ear with or without hearing aids. Contractor shall submit proof of medical examination prior to assignment to OC San. Anything to the contrary notwithstanding, the fitness standards set forth herein shall

- apply only to the extent those are job-related and consistent with business necessity, in accordance with applicable law.
- **8.1.13** Medical examination of security officers to assure their physical fitness shall be conducted prior to initial request for OC San assignment at Contractors expense. Additional medical examinations shall also be performed at Contractors expense whenever the Contractor or OC San has reason to believe based on objective evidence that the officer's ability to perform essential job functions may be impaired due to a medical condition and/or the officer may pose a direct threat due to a medical condition, in accordance with applicable law.
- **8.1.14** Security officers must be mentally alert and capable of exercising mature judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability is essential since duties normally require contact with the public and, under emergency situations, may involve long periods of duty without relief.
- **8.1.15** Contractor will have clearly shown OC San it has implemented a comprehensive training program for personnel to be assigned to OC San. The training shall include coverage of OC San policies and procedures and the corporate culture.
- 8.1.16 Contractor will submit a detailed description of the Contractors security officer training program including content, instructor backgrounds, hours of classroom instruction and written, audio/visual training material and how it relates to OC San's Substance Abuse and Workplace Violence and Weapons Policies. Emphasis in training in the areas of sexual harassment and recognition of potential workplace violence must be emphasized in the training of all security officer personnel assigned to OC San facilities. In addition, at Contractors expense, each security officer shall successfully complete a course in basic Security Officer training prior to assignment and shall complete an annual refresher course. The security officer training program shall include:
 - **8.1.16.1** General orientation
 - **8.1.16.2** Purposes and principles of the system of security
 - **8.1.16.3** Security as applied to OC San facilities
 - **8.1.16.4** Organization of the security officer force
 - **8.1.16.5** Functions of the security officer force
 - **8.1.16.6** Authority of the individual security officer
 - **8.1.16.7** Discipline obedience to orders
 - **8.1.16.8** Hazardous materials and safety course (provided by OC San)
 - **8.1.16.9** Employee and public relations
 - **8.1.16.10** Self-defense

- **8.1.16.11** Communications facilities and procedures
- **8.1.16.12** Elementary first aid and fire protection
- **8.1.16.13** Report writing
- **8.1.16.14** Riot control
- **8.1.16.15** Traffic control
- **8.1.16.16** Use of two-way radios and FCC regulations
- **8.1.16.17** Operation and use of special equipment used by OC San such as electrically operated gates, closed circuit TV, etc.

9.0 Project Management

9.1 OC San will designate one (1) or more individuals to work with Contractors assigned Project Manager (Post Commander or Off-site Account Manager) to ensure that implementation and transition of security services are met along with delivery of all deliverables outlined in this SOW.

10.0 Deliverables

- **10.1** Within 30 days of the effective start date, the selected Contractor shall work with OC San's Security Representative to deliver OC San plants for:
 - 10.1.1 Contractor shall review current OC San Post Orders and provide suggestions on how to improve the visitor management and access control procedures along with all other relevant security procedures.
 - **10.1.2** Contractor shall also review appropriate Emergency Operational Plans (EOPs) and procedures.
 - **10.1.3** Reporting requirements for Security Officers.
- **10.2** Proposed Uniform Design to be worn in both field and office operating environments.
- **10.3** Security Officer and Supervisor Contact List
- **10.4** Reporting Templates:
 - **10.4.1** Daily Duty and operational reports.
 - **10.4.2** Security incident reports.
- **10.5** Proposed Security Schedule
- 10.6 Contractor shall integrate all established scan points and relevant information into their tour software and be able to provide training on use to all Security Officers and relevant OC San personnel.
- **10.7** Contractor shall conduct tour of all relevant facilities.

11.0 Safety and Health Requirements

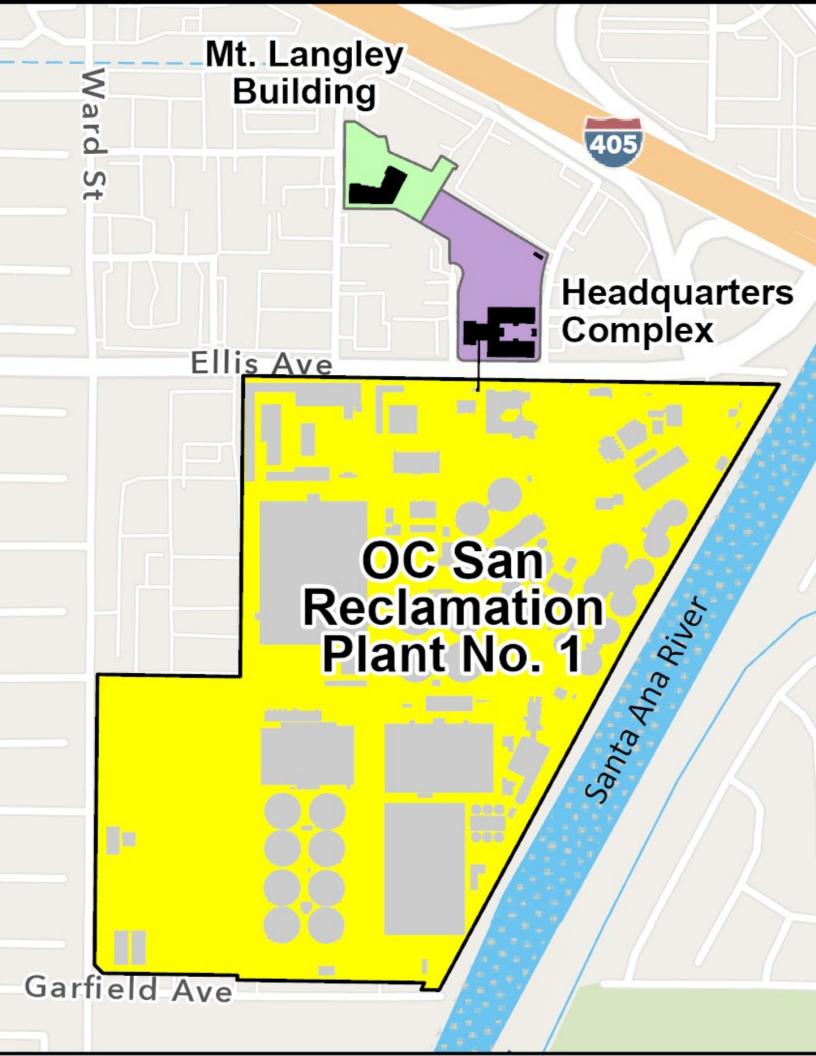
- **11.1** The Contractor shall comply with all applicable provisions of the OC San Contractor Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent.
- 11.2 Contractor shall wear hard hats, high-visibility safety vests, safety footwear, four-gas monitor, and safety glasses while in the plant industrial areas.
- 11.3 Contractor shall provide Security Officers who are entering the Plant process areas with a four-gas meter, capable of mearing the Lower Explosive Limit (%LEL), hydrogen sulfide (H2S), carbon monoxide (CO), and percent oxygen (O2). The four-gas monitor must be readily available for security personnel. OC San will assist with the training in the use of the four-gas monitor.
 - **11.3.1** Contractor will provide a calibration station at each plant for the guard(s) to calibrate their four-gas monitors.
 - **11.3.2** The monitors will be calibrated per the manufacturer required calibration schedule.
 - **11.3.3** The Contractor will be responsible for maintaining and replacing all monitors and calibration stations for their equipment.
 - **11.3.4** The monitors shall be worn by all officers entering the Plant process areas.
- 11.4 Contractor shall attend a contractor safety orientation (CSO) meeting prior to the start of work. The CSO is an OC San safety orientation conducted between Risk Management staff and the Contractor. The CSO is conducted once per year or as job conditions or scope of work changes. The Contractor shall sign the CSO documentation.
- 11.5 Confined spaces and potentially hazardous atmosphere may exist in OC San facilities. OC San will provide hazard awareness training to all security officers.
- 11.6 Security Officers will be working around hazardous materials and chemicals. Personnel assigned to OC San will be provided locations of all chemicals on site and will report any immediate release or spill or perceived hazard once it is recognized.
- 11.7 The Contractor shall submit a copy of their written, Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.
- 11.8 The Contractor shall prepare and submit a written, job specific safety plan (SSSP) in accordance with OC San's Contractor Safety Standards. The SSSP must address the specific hazards and controls based on the scope of work. The SSSP must include specific controls that will be implemented to keep workers safe.
- 11.9 All chemicals brought onsite shall be accompanied with a safety data sheet (SDS). The Contractor must store and use those chemicals in accordance with the SDS and manufacturer instructions.
- **11.10** The Contractor shall submit copies of its employee trainings records to Risk Management for retention.

APPENDIX A-1

SITE MAPS

For

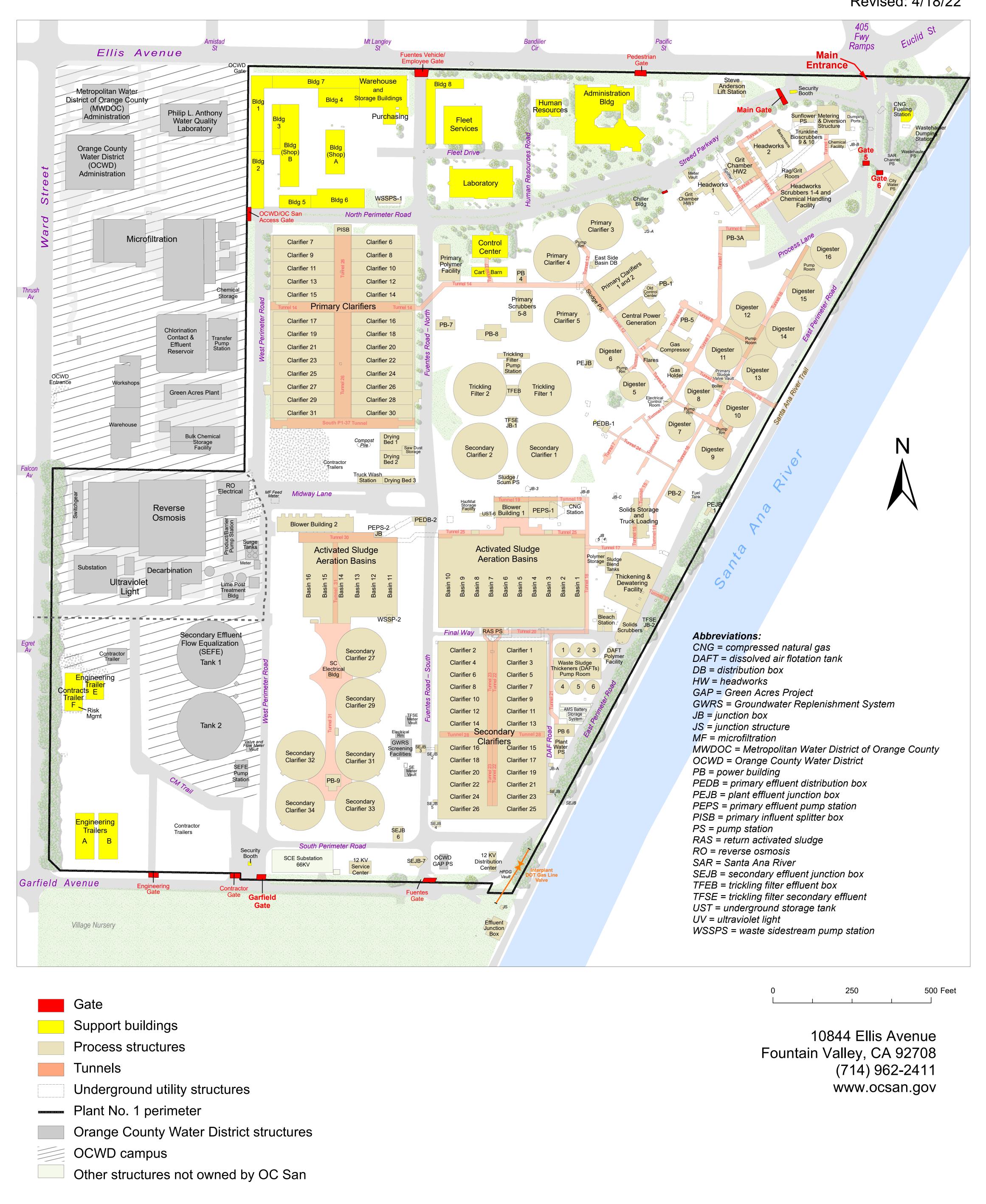
Security Services





Reclamation Plant No. 1

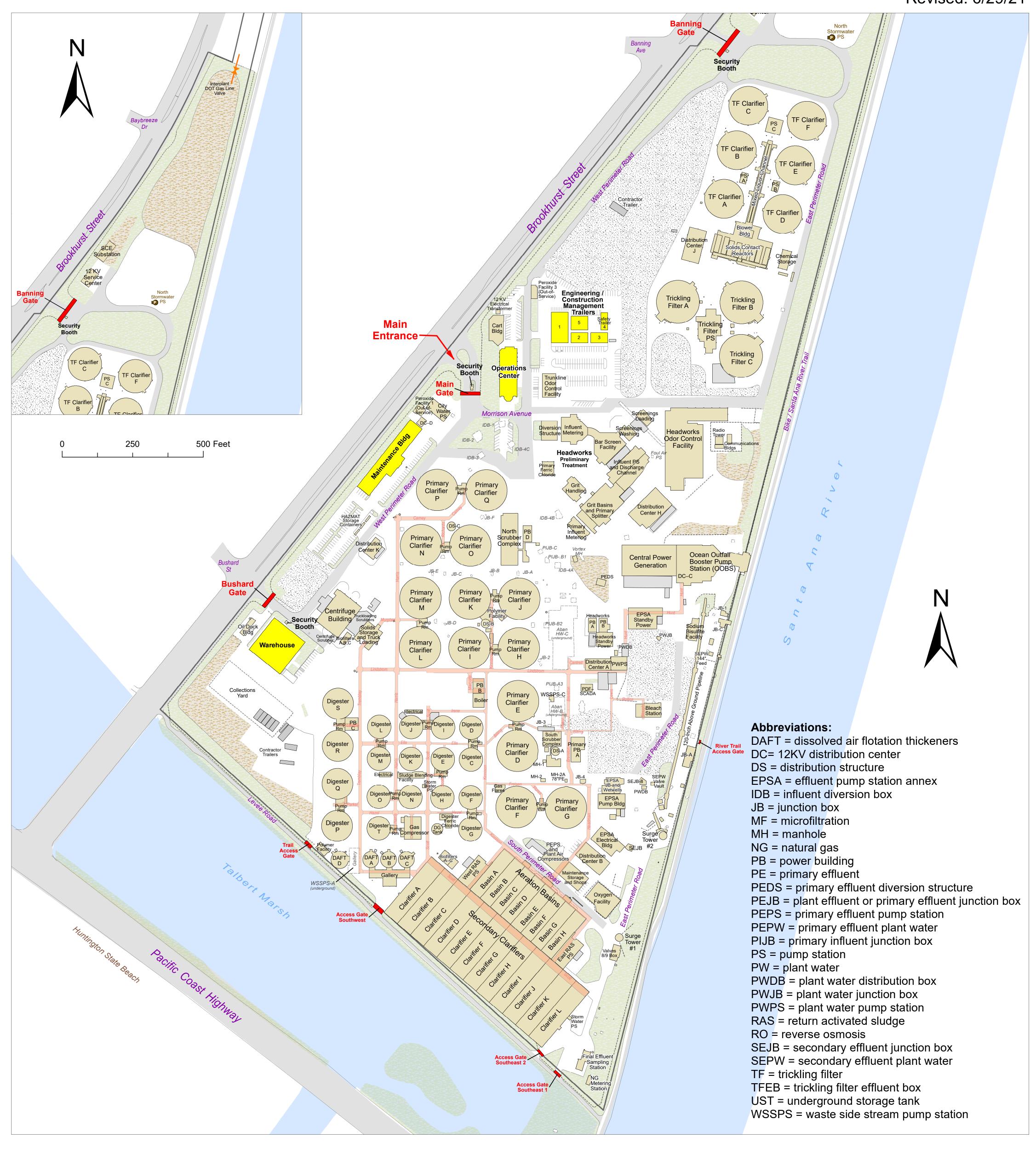
Revised: 4/18/22





Treatment Plant No. 2

Revised: 6/29/21



Gate
Support buildings
Process structures
Concrete pad

Tunnel

Underground utility structures

---- Plant No. 2 perimeter

22212 Brookhurst Street Huntington Beach, CA 92646 (714) 962-2411 www.ocsan.gov