

Yolo County Agreement No. 24-_____

AMENDED AND RESTATED AGREEMENT NO. 4151
(Agreement for Security Guard Services at various County locations)

This Amended and Restated Agreement (“Agreement”) is made and entered into this 9th day of July, 2024, by and between the **County of Yolo**, a political subdivision of the State of California, (“County”) and **Patrol Solutions, LLC.**, a California limited liability company, (“Contractor”). This Agreement amends and restates Agreement No. 4151, which was initially entered into on or about December 1, 2021. This Agreement is effective July 1, 2024.

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as security services at various County locations; and)

WHEREAS, the County desires to obtain a qualified contractor to provide security guard services at various County location and to add to additional County locations, such as Health and Human Services facilities, to be serviced by Contractor; and

WHEREAS, the County circulated and distributed a Request for Proposals, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide after-hours, seven day a week security guard services to patrol various County locations, an excerpt of which is attached as Exhibit B, and has provided such services to the satisfaction of the County since December 2021 pursuant to Agreement No. 4151; and

WHEREAS, Contractor has demonstrated and continues to represent and warrant to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors,

subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Effective July 1, 2024, Contractor shall furnish and perform the following security guard services, and as further described in Exhibits A and B hereto, at various County locations specified below in a manner satisfactory to the General Services Department or his/her written designee (“Director”):

1. **Security Guard Services:** Guards will be responsible for patrolling, on foot, the perimeter of all buildings every two hours, as well as verifying all doors and windows are secure. Services provided will also include, but are not limited to:

- a. Watching for any loud or threatening behavior and respond appropriately to any situation involving such behavior.
- b. Approaching anyone demonstrating loud or threatening behavior and attempt to de-escalate the situation, escort anyone from the building who does not de-escalate, and call 911, if otherwise necessary.
- c. The security officer shall ask anyone carrying a weapon(s) to remove the weapon(s) from County Property,
- d. The security officer shall advise anyone of the Yolo County policy of No Camping/Loitering/Trespassing and direct them to leave.

2. **Locations:**

- 1) Administration Building 625 Court St. Woodland, Ca 95695
- 2) Historic Courthouse 725 Court St. Woodland, CA 95695
- 3) Public Defender 814 North St. Woodland, CA 95695
- 4) District Attorney 301 Second St. Woodland, CA 95695
- 5) Office Complex 120 West Main St. Woodland, CA 95695
- 6) Office Complex 100 Court St. Woodland, CA 95695
- 7) Adult Day Healthcare 20N. Cottonwood St. Woodland, CA 95695
- 8) Facilities Complex 101 Imperial St. Woodland, CA 95695
- 9) Library Archives 226 Buckeye St. Woodland, CA 95695
- 10) Agriculture Building 70 Cottonwood St. Woodland, CA 95695
- 11) Department of Community Services and Corporation Yard. 292/294 West Beamer St. Woodland, CA 95695
- 12) A.F. Turner Library, 1212 Merkley Ave, West Sacramento, CA 95691
- 13) Health and Human Services Agency Bauer Building, 137 N. Cottonwood St. Woodland, CA 95695

- 14) Health and Human Services Agency Gonzales Building, 25 N. Cottonwood St. Woodland, CA 95695
- 15) Health and Human Services Agency, 600A St. Davis, CA 95616
- 16) Health and Human Services Agency, 500A & B Jefferson Blvd, West Sacramento, CA 95691

- B. More specifically, the Contractor shall provide the full range of services in regard to the security services described above and in Exhibits A and B, with the focus on providing a sufficient level of safety and security to the County utilizing the “Current Patrol” option selected by the County in Exhibit C. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.
- C. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP Excerpt
Exhibit B	Contractor Submitted Proposal
Exhibit C	Cost Proposal
Exhibit D	HIPAA Compliance

In the event of any conflict between any of the provisions of this Agreement (including exhibits), the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.

II. ADDITIONAL SERVICES

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III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. **Monthly Fee.** For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or the Director’s designee, Contractor shall be compensated a fixed monthly fee for fiscal year 2024-25 (July 1, 2024-June 30, 2025) per location as follows, consistent with Exhibit C:
 - HHS locations: Monthly Fee payable by County to Contractor shall be \$41,755.74.
 - A.F. Turner Library (West Sacramento): Monthly Fee payable by County to Contractor shall be \$4,503.07.
 - Administration Building: Monthly Fee payable by County to Contractor shall be \$5,021.47.
 - All other Locations: Monthly Fee payable by County to Contractor shall be \$15,283.15.

- B. **Contract Maximum for FY 2024-25.** The maximum amount payable by County to Contractor under this Agreement is Seven Hundred Ninety-Eight Thousand Seven Hundred Sixty-One Dollars and 08/100 (\$798,761.08) for the term of July 1, 2024 through June 30, 2025.
- C. **CPI Adjustment for Extension Terms.** As provided in the Paragraph VIII.A, of this Agreement, the Director may approve two additional one-year extension of this Agreement from July 1, 2025 through June 30, 2027. The Contractor may request to increase the Monthly Fees by (i) the California Consumer Price Index (CPI-W, US City Average, All Items; NSA) or (ii) 5.0%, whichever is lower, for the one-year extension terms by submitting such request to County at least 30 days prior to July 1, 2025 and July 1, 2026, respectively.
- D. In no event shall the total compensation paid by County to Contractor for the security services described herein exceed the amounts set forth in this Paragraph III and Exhibit C.
- E. No Expense Reimbursement. Contractor shall not be entitled to reimbursement for any expenses..

IV. METHOD OF PAYMENT

- A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.
- B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.
- C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County,

and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VI. RECORDS: ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within 30 days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2024 through June 30, 2025 unless sooner terminated as provided in this Agreement. This Agreement may be extended for up to two additional one-year terms from July 1, 2025 through June 30, 2027 at the option of the Director on the same terms and conditions provided in this Agreement, subject to any increase in the Monthly Fee pursuant to Paragraph III.C, above, if timely requested by the Contractor.
- B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and

provide not less than 30 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 5 days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in this Agreement and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

- C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.
- D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.
- E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.
- F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.
- G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission

of the Director .

IX. APPLICABLE LAWS

- A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.
- B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XI. CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided

that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- C. Subcontractor agrees to be bound to the General Contractor/or Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/or Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.
- D. In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- A. During the term of this Agreement, Operator shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
 - 1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, Operator must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement

automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
4. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended,

voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Administrator (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, Contractor insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Operator is bound to the County of Yolo under this Agreement. All subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of

compliance to the County of Yolo.

- E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that 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 any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIV. NOTICE

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Patrol Solutions
Attn: Klinton Kehoe, General Manager
1624 Santa Clara Drive #240
Roseville, CA 95661

County: Yolo County General Services Department
Attn: Ryan Pistochni Director
120 W. Main Street Suite G
Woodland, CA 95695

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: Patrol Solutions
Attn: Klinton Kehoe, General Manager
1624 Santa Clara Drive #240
Roseville, CA 95661
(415)-760-8116
klintonkehoe@patrolsolutions.com

County: Yolo County General Services Department
Attn: Ryan Pistochni, Director
120 West Main Street, Suite G
Woodland, CA 95695
(530)-666-8888
GSDAdmin@yolocounty.org

- C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

- A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Operator's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVII. AUDITS

- A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.
- B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Operator pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.
- C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year (based on information provided by County with respect to the expenditure of such Federal funds), shall furnish Contractor County a certified copy of an Audit Report from an independent CPA firm covering Contractor preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Administrator.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1

through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

- D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.
- E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Administrator. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF OPERATOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Operator. Neither Contractor nor Contractor assigned personnel shall be entitled to any benefits payable to employees of the County. Operator hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

- C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXI. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understands that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.
- B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of

entitlement” with the meaning and rights that phrase has been given by case law.

C. Debarment

1. By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;

d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and

f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

C. HIPAA. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, and the privacy and security requirements set forth in Exhibit D attached hereto.

D. Protected Information. Recipient agrees that it shall prevent any disclosure of Protected Information, any part thereof, from disclosure by its employees, agents, and contractors (“Representatives”), except as authorized by County in connection within this contract period or after contract ends. Further, Recipient agrees to take all steps reasonably necessary to protect the confidentiality of the Protected Information covered by this Agreement, and to require all Representatives receiving Protected Information to take all reasonable steps to prevent it from coming into the possession of a person or entity that is not authorized.

At any time prior to or after termination of this Agreement and upon the request of County, Recipient will promptly deliver to County all Protected Information within the possession, custody, or control of Recipient and its Representatives, or Recipient will provide a written affidavit stating that all Protected Information (and copies thereof) have been destroyed. Neither Recipient nor its Representatives will retain any copy or extract of any Protected Information or make any further use or disposition thereof.

Recipient acknowledges that monetary damages would be inadequate to compensate County for any breach of this Agreement and that such breach shall cause irreparable injury to County. In addition to any other remedies that may be available for such breach, and without proving actual damages, County shall be entitled to obtain injunctive relief against the continued or threatened breach of this Agreement.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:
Klinton Kehoe
By: 9A2D6A086AB2447...
Klinton Kehoe, General Manager

By: _____
Lucas Frerichs, Chair
Yolo County Board of Supervisor

Attest:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

DocuSigned by:
Kimberly Hood
By: 8F28F402B2A2431...
Kimberly Hood, Chief Asst. County Counsel

Exhibit A



COUNTY OF YOLO

Purchasing Division of Financial Services

Notice of Request for Proposals (RFP)
for
The General Services Department
for
Security Guard Services

Proposal Responses Due:
4:00 pm
Wednesday, August 31, 2021

Yolo County Procurement Division
625 Court Street
Room 103
Woodland, CA 95695

RFP Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

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IV.	Terms and Conditions	11
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Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Proposal Cost Worksheet
Exhibit "D"	Previous Customer References
Exhibit "E"	Non-Collusion Non Conflict of Interest Statement
Exhibit "F"	Signature Page

Attachments:

Attachment 1	County Insurance Requirements
Attachment 2	Sample County Contract

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County of Yolo is requesting proposals from qualified vendors to provide Security Guard Services for the Yolo County General Services Department per scope of work, as outlined in this RFP.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. GENERAL DESCRIPTION:

- a. Vendor shall provide unarmed security officer(s) for security services six (6) days a week at various locations within the County.
- b. Vendor shall be responsible for patrolling the facilities and grounds both on foot and by vehicle, including parking lots; and responding to all emergencies. All duties must be performed in a manner that is satisfactory to the General Services. Director or his/her designee.

2. VENDOR MINIMUM REQUIREMENTS:

- a. Vendor shall be required to have a current license and any permits required to provide security services. Proposers must provide a copy of their security services license from the State of California, Department of Consumer Affairs, and Bureau of Security & Investigative Services with their proposal.
- b. Vendor must have at least 3 years of experience providing comprehensive security guard services.
- c. Vendor shall be required to provide service personnel who have cleared background checks by the Department of Justice and who have passed drug and alcohol testing.
- d. Vendor shall be required to have an effective safety program and risk management program. Proposers are required to provide a description of the Safety Program with their proposal.

3. VENDOR MINIMUM WORK REQUIREMENTS:

- a. Vendor shall provide security guard patrol services six (6) days a week, -, Monday through Friday between the hours of 5:00amm to 9:00pm, and Saturday 2pm to 10pm
- b. The security officer(s) shall be responsible for patrolling the following locations:
 - Administration Building 625 Court St. Woodland, CA. 95695
 - Historic Courthouse 725 Court St. Woodland, CA. 95695
 - Public Defender 814 North St. Woodland, CA 95695
 - District Attorney 301 Second St. Woodland, CA 95695
 - Office Complex 120 West Main St. Woodland, CA 95695
 - Child Support Offices at 100 Court St. Woodland, CA. 95695
 - Adult Day Healthcare 20 N.Cottonwood St. Woodland CA 95695
 - Facilities Complex 101 Imperial St. Woodland, CA 95695
 - Library Archives 226 Buckeye St, Woodland, CA 95695
 - Agriculture Building 70 Cottonwood St., Woodland, CA 95695
 - Department of Community Services and Corporation Yard, 292/294 West Beamer Street, Woodland, CA 95695
- c. The security officer(s) shall patrol the perimeter of all buildings on foot, as well as checking to make sure all doors and windows are secure every two hours.
- d. Vendor shall provide the full range of security services necessary to provide security, maintain peace, safeguard County staff, clients and visitors; and to safeguard County property designated in this RFP.
- e. Security services shall include, but are not limited to, the following:
 - The security officer shall watch for any loud or threatening behavior and attempt to de-escalate the situation, and escort anyone from the building who does not de-escalate or respond appropriately to any situations involving such behavior, and call 911, if otherwise necessary.
 - The security officer shall intervene on behalf of County staff, clients, visitors and property whenever loud or threatening situations arise.
 - The security officer shall escort staff to and from their vehicles as needed/requested.
 - The security officer shall ask anyone carrying a weapon(s) to remove the weapon(s) from County property.
 - The security officer shall advise anyone of the Yolo County policy of No Camping/Loitering/Trespassing according to the attached policy(ies) or statutes and direct them to leave.
- f. The security officers assigned pursuant to this RFP and subsequent contract must be in possession of:
 - a valid California State issued Guard Card; and
 - a vaild California State issued Driver's License
 - pass a physical every 12 months
- g. Vendor is required to have a supervisor on duty to receive calls from the General Services Director or his/her designee responsible for security services, or to replace onsite guards if needed.
- h. Supervisors should be able to replace an onsite security officer within two hours of notification.

- i. Vendor shall provide the following equipment:
 - Uniforms for security officers
 - uniforms shall have a company logo distinguishing them from other County personnel and/or clients; and
 - an identification badge;
 - Communications equipment, so that security officer(s) can communicate with each other and with the General Services Facilities Superintendent designee responsible for security services.
 - A vehicle so that security officers can move from site to site for patrol
- j. Vendor will provide an onsite training plan to include both initial training and ongoing training to guards for professional development. Guards will receive at least 16 hours of ongoing training annually in safety, security, crowd control and de-escalation. Training verification will be provided to the County.
- k. Vendor supervisors will provide quarterly onsite observation and reviews of each guard. Vendor supervisors will discuss these observation/reviews with the General Services Director or his/her designee both before and after the observations.

4. DELIVERABLE / REPORTS:

- a. Vendor shall provide a standardized succinct reporting mechanism that highlights: water issues, lighting issues, security and safety issues.
- b. **Daily Reports:** Using a consistent reporting mechanism the vendor shall: At the end of each shift, the security officer will complete and provide the General Services Director or his/her designee with the following:
 - Copies of Contractor's Daily Activity Reports (DAR); and
 - An Incident Report (IR), in the form provided by the Director, or his/her designee for: any loud or threatening incident; any weapon(s) incident; and any incident in which any County staff, client, visitor or property is injured or damaged.
 - Vendor will create DAR reports as well as a regular schedule of rounds based on time where guards will be at each site.
- c. **Quarterly Report Form:** The vendor will provide the County with a standardized evaluation form that will be used to evaluate each guard's performance at 3 month intervals. This evaluation should cover topics like:
 - initiative,
 - environment created,
 - whether or not staff felt safe,
 - professionalism,
 - reliability, and
 - responsible use of County time.

The vendor will provide the county a draft of this evaluation form in the response to the RFP. The county may ask the vendor to make revisions.

5. INVOICING DOCUMENTATION:

- a. Invoices are to be submitted to:
General Services
120 W. Main Street Ste. D
Woodland, CA 95695
Attn: Kevin Blackman
- b. Vendor is required to provide backup documentation to verify hours for billed services.

6. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Exhibit "A," Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of one year with the option of four (4) additional one-year terms. Should a reduced level of service be desired by county, this agreement may be amended in writing by both parties. Hourly rates shall remain firm for the initial one (1) year term.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS:

Bids must be submitted electronically through BidSync.

It is the sole responsibility of the bidder to ensure their bid reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this bid, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late bids shall not be accepted nor shall additional time be granted to any potential Bidder.

F. ADDENDA:

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at www.BidSync.com. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	8/4/21	
2	*Mandatory Pre-Proposal Conference and Site Inspection	8/18/2021	9:00am
3	Deadline for Written Comments Posted on BidSync	8/23/21	4:00pm
4	County Issues Responses to Written Comments	8/26/21	
5	Deadline Proposal Due	8/31/21	4:00pm
6	County Completes Evaluations	9/24/21	
7	Anticipated Contract Start Date	10/1/21	

***MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTION:**

There will be a mandatory pre-proposal conference and site inspection held as shown below:

Date: **08/18/2021**
 Time: 9:00am-11:00am
 Place: Edwin Erwin Administration Building
 Location: 625 Court Street Woodland, CA 95695 (East Entrance)

Note: Please check in at the address above. Site(s) inspection will follow the pre-proposal conference.

Attendance at pre-proposal and site inspection is a mandatory requirement for submitting a proposal.

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP:

County of Yolo Purchasing Department
 625 Court St. Room 103 Woodland, CA. 95695
 Karen.kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator named above. Unauthorized contact regarding the RFQ with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.BidSync.com in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule

of Events Chart, item#3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync..

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the www.BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Not with standing the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1). Reasonableness of Costs
- 2). Qualifications and Experience
- 3.) Responsiveness/Responsibility
- 4). Vendors Approach to Project
- 5). Methodology for Vendors Performance Outcome
- 6). Previous Customer References
- 7) Demonstrated Competence/Past Performance
- 8.) Financial Stability
- 9). Quality and Completeness of Submitted Proposal

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION:

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER:

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS:

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW:

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY:

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES:

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION:

All prices are firm for a period of one (1) year from the date of award. The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

J. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE:

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING:

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT:

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS: The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest of RFP/BID Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFP/IFB Coordinator prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync. No facsimiles will be accepted.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

2. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFP/IFB Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

3. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to the respective Department Head. Contact information for the Department Head is as follows: (Department Head name, address, e-mail.) Notice must be clearly marked "**Notice of Protest of Award of Contract**" and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

4. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the Protester;

2. The signature of the Protester or Protester's representative;
3. The solicitation title and due date;
4. Name of County employee designated as the RFP/IFB Coordinator;
5. Identification of the statute or procedure that is alleged to have been violated;
6. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
7. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
8. The form of relief requested.

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

V. Instructions for Completion of Proposal

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through www.BidSync.com

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS:

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

- | | |
|----------------|--|
| 1. Exhibit "A" | Proposal Transmittal Letter |
| 2. Exhibit "B" | Proposal Questionnaire |
| 3. Exhibit "C" | Proposal Cost Worksheet |
| 4. Exhibit "D" | Previous Customer References |
| 5. Exhibit "E" | Non Collusion Non Conflict of Interest Statement |
| 5. Exhibit "F" | Signature Page |

B. FORMAT PROPOSAL AND CONTENT:

The Proposer(s) shall prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use the forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Category of the Proposal, Proposal number and Proposer name on every page submitted.
3. All pages shall be numbered sequentially.

All forms and attachments that require signatures must be signed in blue ink for inclusion in the original of the Proposal package. Signature stamps are not acceptable.

C. PRICING REQUIREMENTS:

When preparing cost worksheet, Contractor shall submit pricing as follows:

1. Proposal costs must include the cost of any licenses, permits, bonds, insurance, equipment, materials, labor, and/or travel required by his RFP.
2. The Cost Proposal must be recorded on the form, included as Exhibit C to this RFP, or on an exact duplicate thereof. The Cost Proposal shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

Exhibit B

**Bid Tabulation Packet
for
Solicitation FINARFPKK2109**

Security Guard Services

Bid Designation: Public










Yolo County

Bid #FINARFPKK2109 - Security Guard ServicesCreation Date **Aug 4, 2021**End Date **Aug 31, 2021 4:00:00 PM PDT**Start Date **Aug 4, 2021 8:01:24 AM PDT**Awarded Date **Not Yet Awarded**

FINARFPKK2109-01-01 Security Guard Services					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
A1 Protective Services, LLC	First Offer - \$28.20	1 / each	\$28.20	Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Overtime Pricing reflected on Exhibit C			
PalAmerican Security	First Offer - \$34.39	1 / each	\$34.39	Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Unit price is price per hour- detailed further in Exhibit C.			
United Security Specialists	First Offer - \$10,639.00	1 / each	\$10,639.00	Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Total Price is an average monthly cost for a year based on 381.3 hours per month for 12 months. (See Exhibit C).			
Patrol Solutions	First Offer - \$10,795.17	1 / each	\$10,795.17	Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: The unit price listed here is the monthly cost. (See Exhibit C.)			
American Guard Services	First Offer - \$13,042.29	1 / each	\$13,042.29	Y	
Product Code: Agency Notes:		Supplier Product Code: Security Guard Services Supplier Notes: Hours: 450.67 Unit price: \$28.94 Monthly cost: \$13,042.29 *Overtime unit price: \$41.97			
Command International Security Services	First Offer - \$90,480.00	1 / each	\$90,480.00	Y	
Product Code: Agency Notes:		Supplier Product Code: Security Guards Services Supplier Notes:			
Universal Protection Service, LLC DBA Allied Universal	First Offer - \$199,625.92	1 / each	\$199,625.92	Y	
Product Code: Agency Notes:		Supplier Product Code: Security Guard Services Supplier Notes: We have attached 2 pricing worksheet one for each site. the unit price is an annual estimate.			

Supplier Totals

f A1 Protective Services, LLC	\$28.20
Bid Contact Paula Jones ploann@aol.com Ph 415-467-7200	Address 7000 Franklin Blvd. Suite 665 Sacramento, CA 95823

Bid Notes	Addendums Acknowledged		
Agency Notes:		Supplier Notes: Addendums Acknowledged	Head Atch: 
f PalAmerican Security			\$34.39
Bid Contact	Alexandra Lowe bids@palamerican.com Ph 604-677-8700	Address	11300 4th Street North #150 St Petersburg, FL 33716
Agency Notes:		Supplier Notes:	Head Atch: 
f United Security Specialists			\$10,639.00
Bid Contact	Kyle Madej kyle@usselite.com Ph 408-431-0691	Address	275 Saratoga Avenue suite 200 Santa Clara, CA 95050
Agency Notes:		Supplier Notes:	Head Atch: 
f Patrol Solutions			\$10,795.17
Bid Contact	Carl Cunningham carlcunningham@patrolsolutions.com Ph 415-760-8116	Address	995 Ponderosa Ave unit A Sunnyvale, CA 94086
Agency Notes:		Supplier Notes:	Head Atch: 
f American Guard Services			\$13,042.29
Bid Contact	Nagah Abdelshahid ahaugland@americanguardservices.com Ph 424-266-7684	Address	1125 W 190th St. Gardena, CA 90248
Agency Notes:		Supplier Notes:	Head Atch: 
f Command International Security Services			\$90,480.00
Bid Contact	LT. Farlough lt@commandinternationalsecurity.com Ph 707-327-8089	Address	6819 Sepulveda Blvd suite 312 Van Nuys , CA 91405
Agency Notes:		Supplier Notes:	Head Atch: 
f Universal Protection Service, LLC DBA Allied Universal			\$199,625.92
Bid Contact	Charlie Bohnenberger govservices@aus.com Ph 703-599-2324	Address	Eight Tower Bridge 161 Washington Street Suite 600 Conshohocken, PA 19428
Agency Notes:		Supplier Notes:	Head Atch: 

**

Patrol Solutions

Bid Contact **Carl Cunningham**
carlcunningham@patrolsolutions.com
Ph 415-760-8116

Address **995 Ponderosa Ave unit A**
Sunnyvale, CA 94086

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
FINARFPKK2109--01-01	Security Guard Services	Supplier Product Code: Supplier Notes: The unit price listed here is the monthly cost. (See Exhibit C.)	First Offer - \$10,795.17	1 / each	\$10,795.17 Y

Supplier Total **\$10,795.17**

Patrol Solutions

Item: **Security Guard Services**

Attachments

Exhibit A - Transmittal Letter.pdf

Exhibit B - Proposal Questionnaire - County of Yolo - Proposal 2021.pdf

Exhibit C - Proposal Cost Worksheet.pdf

Exhibit D - Previous Customer References.pdf

Exhibit E - Non-Collusion Non-Conflict of Interest Statement.pdf

Exhibit F - Signature Page.pdf

Patrol Solutions, LLC
6060 Sunrise Vista Dr. Suite 1500
Citrus Heights, CA 95610
PPO License #119966



08/31/2021

Dear Karen Kawelmacher,

Patrol Solutions sincerely appreciates the opportunity to present this proposal for serving the unique requirements of Yolo County in response to the RFP for the General Services Department for Security Guard Services. It is the goal of my company, Patrol Solutions, to protect your employees, patrons, and property in a responsive and responsible manner. I have partnered with industry-leading security professionals who share my vision of emphasizing customer service in our security. We comprise the leadership of this company, and we all understand how important it is to give each client our full attention and respond whenever things may come up.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. Our entire management team will develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to this contract. Patrol Solutions constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of all of our clients.

For Yolo County, we will provide unarmed armed security officers as well as patrol services for the locations as described in the RFP. Patrol Solutions is a California-based regional security company which has proven to be resourceful with large scale capacity, especially when it comes to providing services for government agencies, and the work required by Yolo County is very much in line with our expertise. Recent successes include ramping up multiple emergency response security programs. These programs include an 85-officer deployment in one week (San Francisco), 10 armed officers in the same day (LA), and a 10-officer, 10-site deployment in 24 hours (Inland Empire and LA). Our management team is also experienced serving major city and county agencies throughout California, and we apply best practices in all instances.

Patrol Solutions is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Patrol Solutions fosters a strong sense of accountability and ownership across the organization. At Patrol Solutions, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service.

After you have evaluated our proposal, we are confident that you will find that Patrol Solutions is highly suited and well qualified to meet and exceed your specific security needs. Please let us know if we can provide you with any additional information.

Respectfully,

Carl Cunningham

Carl Cunningham, General Manager
415-760-8116
carlcunningham@patrolsolutions.com



Tuesday, August 31, 2021

**A SECURITY
PARTNERSHIP PROGRAM
FOR
THE COUNTY OF YOLO**

**Response to RFP for the General Services Department
for Security Guard Services**

Local Address

6060 Sunrise Vista Dr.
Citrus Heights, CA 95610

Primary Contact

Carl Cunningham, General Manager
415-760-8116
carlcunningham@patrolsolutions.com

Tuesday, August 31, 2021

Patrol Solutions

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Tuesday, August 31, 2021

Patrol Solutions

1. QUALIFICATIONS

A. Company Overview

Patrol Solutions (PS) is pleased to present this proposal for providing the County of Yolo (County) a comprehensive and industry-leading security program in response to the RFP for security services. PS is ideally qualified to provide security services for the County, and meets or exceeds all requirements as outlined in the RFP. PS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity.

Patrol Solutions, LLC (doing business as: Patrol Solutions), is headquartered in Citrus Heights, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 2010. We are a limited liability company. Our clients include government agencies and municipalities as well as properties and entities in the private sector. With a custom-tailored approach to each of our clients' security needs, PS provides unmatched security solutions to meet the specific needs of different agencies and businesses.

Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; and specialized client-requested security. We serve a variety of government agencies as well as private entities. We provide services for office buildings, commercial properties, warehouses, shopping centers, residential properties, and a wide variety of government facilities. PS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (license number PPO 119966).

Company History and Profile

Patrol Solutions as a company was founded in 2010 under its original name of Tactical K-9 & Patrol Solutions in an effort to bridge the gap between law enforcement and security services by training officers to "police" an area in an engaged manner – meaning the regulation and control of a community, especially for the maintenance of public order, safety, and health. This is a level above the standard detect, deter, observe, and report protocols held by most private security companies. We accomplish this increased vigilance through officer support, training, supervision, individual professional development, and our emphasis on the employee pipeline. We have a train-your-replacement methodology that brings people together for a common cause – primarily the successful execution of objectives in a positive environment. Patrol Solutions has benefitted from the recent acquisition of several security firms. We have hired several top performing security managers specifically to inject a customer-oriented experience for clients who are interested in a responsive, attentive, and accessible security management team that really puts the client at the forefront. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development.

1. Date Organized

Tactical K-9 & Patrol Solutions was founded in 2010. In 2016, Klinton Kehoe (the CEO) became owner of the company and officially shortened the name to "Patrol Solutions."

Tuesday, August 31, 2021

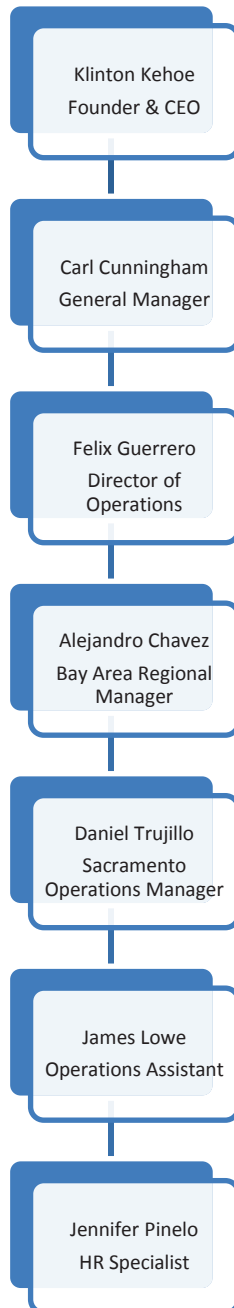
Patrol Solutions

2. Corporate Background and Depth of Support

Currently, Patrol Solutions has approximately 140 employees. We have six offices throughout California. In the Sacramento region, we serve 63 clients, most of which are single property patrol sites or nightly inspections, although we also serve multi-property portfolios in the region. As a company, Patrol Solutions has been providing security services for eleven years and counting, for both public and private entities.

Organizational Chart

The following organizational chart shows our company hierarchy. Our corporate headquarters is located in the Sacramento area (Citrus Heights). Klinton Kehoe also functions as the local manager in the Sacramento region.



Klinton Kehoe is the CEO and founder. Carl Cunningham is the general manager. Felix Guerrero is Patrol Solutions' director of operations. Jennifer Pinelo is the company HR specialist, and she will provide HR support, assist with hiring, and perform additional logistical support. For this contract, Klinton Kehoe will function as the manager and point of contact. Daniel Trujillo is the Sacramento region operations manager and he will also be a point of contact and serve the County of Yolo contract.

Tuesday, August 31, 2021

Patrol Solutions

Key Individuals

Patrol Solutions wants to provide the County with a direct channel of communication so we can provide the very best security services possible. To reflect this philosophy, our organizational structure is designed to minimize cumbersome layers of bureaucracy. Our goal is 100% customer satisfaction. Authority and responsibility is delegated appropriately so managers can resolve issues without having to sift through endless red tape. Instead, open lines of communication mean that management can be in contact with on-site and off-site staff quickly. The following is an overview of our overall company organizational structure.

Klinton Kehoe CEO & Founder



Expertise

Security Operations,
Operations Management,
Customer Service, Business
Planning and Development,
Workplace Injury Prevention,
Security Program
Development

Professional Affiliations

American Society of
Industrial Security (ASIS)

BSIS

Klinton Kehoe is the CEO and owner of Patrol Solutions. He entered the private security industry as a security officer for a regional security company. Less than half a year into his career, he found that he was clearly well-suited for the job and was promoted to be a training manager. He quickly earned numerous training certifications and became qualified to train security officers.

In addition to his capabilities as a trainer, he was also promoted to be a shift manager. In this role, Klinton managed a security program with 100 officers assigned to the project. He managed deployments, breaks, schedules, and performance reviews. As he continued progressing in his career, Klinton began taking on more operational, “big picture” roles and he eventually managed over seventy clients and properties. As a field manager, he also conducted in-person site checks to personally supervise and train officers in the field.

Going to his sites also instilled in him the importance of great customer service. Seeing firsthand how much clients valued clear lines of communication, honesty, and personal accountability, Klinton knew that his responsiveness and responsibility as a manager would always have meaning and add value to the security program.

It is precisely that attitude that helped him build Tactical K-9 & Patrol Solutions, the company that would eventually be known as simply Patrol Solutions.

Tuesday, August 31, 2021

Patrol Solutions

Carl Cunningham General Manager



Expertise

Business Management,
Business Development,
Security Operations,
Workplace Injury Prevention,
Healthcare Security Program
Development, High Rise and
Commercial Building
Certifications

Professional Affiliations

American Society of
Industrial Security (ASIS),
Building Operators and
Managers Association
(BOMA), Institute of Real
Estate Management (IREM),
California Association of
Community Managers
(CACM), International
Association for Healthcare
Security & Safety (IAHSS),
San Francisco Electronic
Crimes Task Force (Secret
Service), Northern California
Regional Intelligence Center
(Department of Homeland
Security), InfraGard (FBI)

Carl Cunningham is partnering with Patrol Solutions, founded in 2011, after a ten-year stint as the primary business development manager at Cypress Private Security. After Cypress was bought out by one of the international security firms, the Patrol Solutions partnership was created specifically to provide a customer-oriented experience for clients who have been disillusioned with the inattention and lack of care from the so-called industry leaders.

Patrol Solutions is new to the local market, but comprised of a management and leadership base of the best former Cypress managers. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development.

Carl enjoys the camaraderie, not only between employees, but between the company and clients. The personal consideration a client receives is something Carl truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Patrol Solutions management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Carl has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

Tuesday, August 31, 2021

Patrol Solutions

Felix Guerrero

Director of Operations



Expertise

Security Operations, Security Training Plans, Leadership and Management, Firearms, High Risk Security Programs, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Weapons of Mass Destruction, Public Relations, Public Safety, Premises Liability, Officer Safety

Education

Metropolitan High School, Rio Hondo College, Firearms Training Academy

Certificates/Affiliations

BSIS, FEMA, DSMA, CPI
 FEMA: Basic Workplace Security Awareness; FEMA: Workplace Violence Awareness; FEMA: Active Shooter; FEMA: Introduction to the Incident Command Center; Downtown Security Manager's Association; Certified Firearms Instructor

Felix Guerrero joined Patrol Solutions in 2020 after working in the security industry for over twenty-two years, spending most of his career as a project start-up manager, operations manager, and training administrator.

Prior to partnering with Patrol Solutions, Felix worked at Cypress Private Security for ten years, until Cypress was bought out by Allied Universal. Thus, he joined Patrol Solutions, a company where every client would receive great personal attention and care. Possessing an astute understanding of client needs, Felix prides himself on providing superb customer service and works tirelessly to address and remedy any operational issues in a timely manner.

As a certified firearms instructor, Felix understands the gravity of responsibility. His years of experience have enabled him to oversee high risk security operations staffed by armed officers, and his expertise in defusing conflicts has allowed him to minimize the threat of incidents. During his time at Cypress, Mr. Guerrero managed over 40 armed guards in the Los Angeles area.

In addition, Felix gained deep insight into the inner workings of managing, training, and developing staff. He has overseen relevant security projects in the retail and logistics industry at Technicolor Distribution Center, APL Logistics, Menlo World Wide, and HP Logistics. Under his guidance, his teams consistently aided clients' loss prevention programs, reducing theft and recovering merchandise.

Felix is a firm believer in teamwork. He is a member of the Downtown Security Manager's Association, an organization of security and law enforcement professionals recognizing homeland security efforts in L.A. Together, members exchange information and share best practices for mutual benefit. The synergy produced by mutual cooperation transcends negative stereotypes occasionally found in the security industry. Whether providing security services for government municipalities or private companies, his history clearly demonstrates a pattern of success. Felix's skills and experience make him a dependable and trusted frontline contact for all domestic security operations.

Tuesday, August 31, 2021

Patrol Solutions

Alejandro Chavez

Regional Manager



Expertise

Operations Management,
Talent Acquisition,
Security Recruitment,
Staffing and Hiring
Processes, Professional
Sales, Security Officer
Training Plans, Security
Management, Security
Console Operations

Education

Richmond High School

San Francisco State
University

Chabot College

Certificates/Affiliations

BSIS Guard Card

Alejandro Chavez is the regional manager. He provides overall leadership, managerial supervision, and operational support for all projects in his region.

He has over ten years of industry experience, having joined Cypress Private Security in 2009. He began as a security console operator and worked his way up to Oakland branch manager, so he serves as a great model for successful career development in the private security industry. As a motivated, helpful, team-oriented employee, Alejandro began receiving excellent feedback regarding his job performance and attitude from fellow coworkers as well as clients. The leadership skills he honed through his time at Cypress have rightly made him the ideal regional manager for Patrol Solutions, which he joined in 2020.

Prior to his career at Cypress, Alejandro worked in professional sales while completing his higher education at San Francisco State University. However, he left sales in order to align his advanced education with his pursuit of a career in security. He had long aspired to provide safety and security while serving the public, and that was when he was able to find a position with Cypress, where he swiftly proved his capabilities and advanced in his career. In his capacity as office manager, he maintained the records and administration operations for over 200 security officers and supervisors. His role as recruiter required him to locate, interview, screen, and hire officers to fulfill specific posts. Additionally, Alejandro evaluated officer career development plans. He then spent several years as the Oakland support manager before being promoted to East Bay branch manager, where he oversaw all of the local account managers and clients.

All of his previous work experience demonstrates what a capable leader he is. He is known for his reliability, his responsiveness and customer service, and his overall operations acumen.

Tuesday, August 31, 2021

Patrol Solutions

Daniel Trujillo

Sacramento Operations Manager

**Expertise**

Security Operations, Leadership and Management, Customer Service, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Staffing and Hiring Processes, Account Management

Education

Mt. Eden High School

Certificates/Affiliations

BSIS

Daniel Trujillo joined Patrol Solutions in 2020 as a part-time flex supervisor before becoming the full-time operations manager in the Sacramento region. He provides overall managerial supervision and operational leadership.

Prior to joining Patrol Solutions on a full-time basis, he was an account manager at Allied Universal where he was responsible for 1500+ weekly billed hours for dedicated and special sites. He oversaw a staff of 40 officers to fulfill all scheduling needs for his sites. This position directly followed his time doing the same work as an account manager for Cypress Private Security, which was bought out by AUS in 2019. In total, he has been in an account manager position since January 2017.

Before becoming an account manager, Daniel served as a quality control manager for Cypress. In that position, he provided field management for close to 30 sites throughout the East Bay. He was responsible for field supervision and support, and he also assisted with schedule management, officer training, and employee discipline.

Daniel entered the private security industry in early 2011. His first position was as a loss prevention specialist for a major retail store. During his time as an LP specialist, he was awarded an Employee of the Month honor for his assistance in helping the local police department arrest members of a known shoplifting crime ring. In addition to serving as an LP specialist, he has extensive experience as a security officer. He even spent several years as a flex officer, which allowed him to gain familiarity with a wide variety of clients and sites, all while proving his reliability and skills at adapting to different work environments.

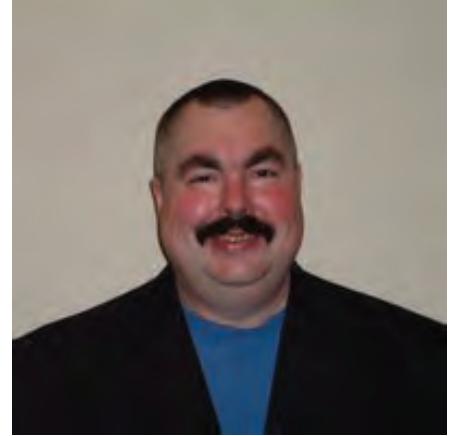
All of Daniel's experience shows that he is an experienced, capable, and reliable leader who values working as a team and leading by example.

Tuesday, August 31, 2021

Patrol Solutions

James Lowe

Operations Assistant



Expertise

Security Operations,
Security Management,
Security Assessments,
Recruiting, Field
Supervision, Client
Relations

Education

Sacramento City College
(Criminal Justice and
Correction)

Ponderosa High School

Certificates/Affiliations

BSIS
FEMA Crisis Response

James Lowe is the operations assistant. He provides administrative support which includes handling and assisting with payroll, scheduling, training, recruiting, supervision, and logistical support.

Prior to joining Patrol Solutions in early 2021, James had served as an assistant client manager for Cypress Private Security's contract with the East Bay Municipal Utility District. He had served in this capacity since late 2014. As the assistant client manager, he was directly responsible for providing leadership and support. He and the client manager worked closely with the EBMUD to implement all security protocols. James also oversaw posts and patrols. He was directly responsible for building and maintaining excellent client relations. In addition, he personally conducted recruiting and hiring for the EBMUD account.

Prior to being named assistant client manager for the EBMUD project, James was a manager for two smaller accounts in the Sacramento area. In this role, he managed approximately three million dollars billable annually. He conducted all facets of managerial duties including candidate interviews, disciplinary action, random field inspections, and logistical aspects.

James served 17 years with the California Department of Corrections, and three years with the Sacramento County Sheriff's Department. He then spent another over 20 years with other private security companies before joining Patrol Solutions.

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Patrol Solutions

Jennifer Pinelo

HR Specialist



Expertise

Talent Acquisition,
Security Recruitment,
Staffing and Hiring
Processes, Customer
Service, Administration

Education

Santa Monica College
El Camino College

Jennifer Pinelo is the HR specialist and recruiter for Patrol Solutions' Los Angeles region. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to our clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Jennifer also provides additional administrative support to the local management team.

Before joining Patrol Solutions, Jennifer performed the same functions for Cypress Private Security for several years. She has also worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Jennifer also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Jennifer's willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and HR specialist for Patrol Solutions.

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Patrol Solutions

PPO License



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

ISSUANCE DATE
FEBRUARY 10, 2017

EXPIRATION DATE
FEBRUARY 28, 2023

CURRENT DATE / TIME
AUGUST 19, 2021
5:02:38 PM

LICENSING DETAILS FOR: 119966

NAME: PATROL SOLUTIONS

LICENSE TYPE: PRIVATE PATROL OPERATOR

PRIMARY STATUS: CURRENT

ADDRESS OF RECORD

226 OXBUROUGH DR
FOLSOM CA 95630-3294
SACRAMENTO COUNTY
MAP

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Patrol Solutions

2. DEMONSTRATED COMPETENCE/RESPONSIBILITY

A. Understanding of Responsibilities

Our overall objective is to design and implement a comprehensive security program that will meet and exceed your expectations, and deliver exceptional security services by a highly trained and professional staff with responsive management. Our team of security professionals assesses your sites and your requirements, plans a customized security program, implements the solution, and consistently maintains quality services throughout the duration of the contract. We use the following key components, processes, and philosophies to meet this objective:

- Responsive and experienced management, with plenty of experience working in dynamic environments with multiple sites.
- Detailed and clear processes that are communicated to the officers and management.
- Strict hiring standards and procedures with extensive security and background checks.
- Comprehensive training program. Well-balanced employee compensation package.
- Ongoing supervision, quality control, and support. Disciplined and verifiable on-site field inspection standards and procedures.
- Cutting edge technology including guard tour system.
- Regular performance evaluation of employees, processes, and security program.
- Well-established and communicated corporate philosophies and professional leadership skills and team.

Patrol Solutions will provide unarmed security services six days per week at the various locations designated by the County of Yolo. Our officers will perform vehicle patrols and foot patrols of the facilities and grounds, including parking lots, and will respond to any emergencies. We have a 24/7 field team manager program, meaning that at all times, there is a mobile manager out in the field who provides site supervision and support, and who can also respond to calls via phone, text, and email.

B. Office Location

Our local office, which also happens to be our corporate headquarters, is located in Citrus Heights. We have a strong presence throughout the Sacramento region and will service the Yolo County project from this office.

C. No History of Defaulting on a Contract

Neither Patrol Solutions, nor any officer of the firm, has ever defaulted on a contract.

D. No History of Suspension or Debarment

Patrol Solutions has never been suspended or debarred by any governmental agency.

E. No Claims Filed Against Patrol Solutions

In the past five years, there have been no claims filed in court or arbitration against Patrol Solutions concerning the company's work.

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F. Problem Resolution

Clear lines of reliable communication are absolutely critical to ensure that the work is performed to meet and exceed expectations. Our team prides itself on being reachable and responsive. Our management team is available 24/7 via phone, text, and email. We can also schedule regular meetings with County security liaisons to discuss the project on an ongoing basis. These meetings can be video conferences, phone calls, or even in person. We will do our best to accommodate the County's preferred method of meeting, and build a schedule that prioritizes the importance of regular communication. If there are any issues on a site that require immediate attention, we have a 24/7 watch command that can be called, as well as field team managers who have smartphones.

Patrol Solutions values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine our security program, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between PS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

1. Initial communication of the problem.
2. Verification of the problem.
3. Analysis and broad assessment of the problem.
4. Identification of the root cause.
5. Take measures to comprehensively address the root cause and eliminate the problem.
 - a. Develop an action plan that logs and details the above information and presents a solution.
 - b. Review the action plan with the client.
 - c. Execute the action plan in an expedient but detail-oriented manner.
6. Follow up tasks: implement preventative measures; maintain communications with client to ensure that the problem doesn't reoccur; proactively analyze the overall site situation to prevent other potential issues from blossoming into full-blown problems.

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3. EXPERIENCE

A. Description of Company Experience

Patrol Solutions' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Entities similar to Yolo County find us to be the ideal security services partner. Our company's management team is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable PS to meet the requirements of modern facilities and the demands of highly responsible and highly sophisticated clients. Our leadership team and management team are comprised of former Cypress Private Security managers, who have direct experience with serving the following accounts:

- Los Angeles Police Department
 - \$2 million per year
 - 2/2017 to 06/2019
 - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
 - \$5.5 million per year
 - 09/2013 to 11/2018
 - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- Arts District Los Angeles
 - \$680K per year
 - 11/2017 to 06/2019
 - Unarmed officers provide bicycle, foot, and vehicle patrol. Officers provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- City of Glendale
 - \$600,000 per year
 - 04/2012 to 06/2019
 - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)

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- \$500k per year
 - 2/2018 to 06/2019
 - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
 - \$50,000 per year
 - 01/2012 to 06/2019
 - Unarmed services for the transit center. Access control, foot patrol, emergency response.
- San Francisco Municipal Transportation Agency
 - \$7 million per year
 - 09/2008 to 06/2019
 - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- East Bay Municipal Utility District
 - \$2.5 million per year
 - 07/2004 to 06/2019
 - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities. Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
 - \$3.1 million per year
 - 5/2015 to 06/2019
 - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.

B. Age of Company

Patrol Solutions has been in business since 2010 and has been providing security guard services to both public and private entities continuously ever since.

C. Experience Serving Public and Private Entities

As you can see from our list in section 3.A. above, our management team has directly served a number of major clients. Among the largest and most complex are the **San Francisco Municipal Transportation Agency (SFMTA)**, the **Los Angeles Police Department**, the **City**

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of Glendale, and the East Bay Municipal Utility District. In addition to lobby duties, our team has experience with access control screening (visual, X-ray station, magnetometer, and wand screening) and the operation and monitoring of a variety of electronic security technology such as a proximity card access system and fire control center. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of security meets its stated goals.

In terms of current and recent clients served directly by Patrol Solutions, here is a list of references. Patrol Solutions' experience in providing security services for operations similar to the City is extensive. We are proud to represent and support a range of clients in different industries as well as a variety of sites. Rest assured that when we develop your security program, we tap into decades' worth of collective knowledge and experience. We strive to earn each client's trust every day that we provide services for them. We believe that each of our clients is pleased with the security we provide.

- **Arts District of Los Angeles Business Improvement District:** Miguel Vargas, Executive Director
 - 213-880-1332
 - 1801 E. 7th St. | Los Angeles, CA 90021
 - Miguel@artsdistrictla.org
 - Bicycle patrol of the entire business improvement district
 - \$900K annual
 - Our local manager has been serving ADLA since 2016. Patrol Solutions began 09/2020.
- **Zimmerman Investments:** Robert Frates, Counsel
 - 415-400-5678
 - 1388 Sutter St., Suite 918 | San Francisco, CA 94109-5468
 - rfrates@zimmermaninvestments.com
 - Foot and mobile patrol for a shopping center
 - \$80K annual
 - Our local managers have been serving since 2011. Patrol Solutions began 11/2020.
- **City of San Francisco Human Services Agency:** Joseph Villatoro, Investigator, Special Investigation Unit
 - 415-850-6341
 - 1440 Harrison St. | San Francisco, CA 94103
 - josephvillatoro@sfgov.org
 - Access control and screening services for COVID response centers
 - \$6 million annual
 - 06/15/2020 to present
 - Unarmed security services for multiple City-managed hotels and congregate sites. This project is part of the City of San Francisco HSA COVID emergency

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response. Duties include access control, foot patrols, emergency response, and serving as a visible deterrent to unwanted activities.

- **Jackson Police Department (Jackson, CA):** Chief Scott Morrison
 - 33 Broadway, Suite D | Jackson, CA 95642
 - 1-209-223-1771
 - Two-year relationship providing inmate watch services. Never missed the 2-hour on-call mark.
- **Amador County Sheriff's Office:** Adam Stone, Lieutenant
 - 1-209-223-1771
 - 10/04/19 (current contract) to present; we have been serving them for ten years
 - Up to \$90,000 per year
 - Ten years of successfully providing armed officers for inmate watch services, with a 2-hour response time.
- **Logix Federal Credit Union:** Tyson Humpherys, Manager Safety & Security Operations
 - 818-565-2155
 - P.O. Box 6759 | Burbank, CA 91510
 - thumpherys@lfcu.com
 - \$80,000 per year
 - Our local manager has been serving since 2016. Patrol Solutions began 04/2020.
 - COVID-related special coverage for nine locations throughout Los Angeles County

D. Incidents Handled

To see the size of some of our clients, see the contract values listed above in our lists of experience and references.

Throughout the history of our operations, we have dealt with numerous incidents including trespassers, disruptive individuals, vandalism, theft, domestic disputes, and so forth. Our focus is training our officers to be capable of handling these types of situations. A key emphasis is comprehensive training so that our team members will be equipped to handle incidents. We observe and report but also intervene in order to maintain public safety. If needed, officers can work with each other or call a supervisor for assistance.

Here is an example of our general protocols when handling an unruly individual causing a disturbance: First and foremost, our officers are trained to defuse the situation. They will politely but firmly ask the individual to leave the premises. Speaking calmly and exercising patience ideally will de-escalate the unruly person's behavior. The instruction to leave will be repeated until the person leaves. Our officers are trained not to put their hands on an individual or do anything aggressive to escalate. If the unruly person continues to persist, the officer will keep eyes on the individual, and establish a "safe zone" around the person to ensure that other passerbys do not engage or escalate the situation. The officer will note the time of this incident, and also observe and record a detailed description of the individual. If the person enters the building, the officer will call the police department and maintain the "safe zone" until local law enforcement arrives and removes the unruly person.

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4. DESCRIPTION OF VENDOR OPERATIONS

A. Description of Weekly Operation

1. Average Monthly of Public or Private Entities Served: 63
2. Hours, Operation, and Capacity of Phone System: Our 24/7 dispatch center is located at 6060 Sunrise Vista Dr., Suite #1500 in Citrus Heights. Our average time to dispatch is less than one minute, and response times are generally 5-25 minutes. We receive roughly around 4,000 service calls per year at our Sacramento branch.
3. Number of Computers with Internet Access: Each manager has a computer with internet access. This does not include other internet-capable devices such as smartphones and tablets, however. In addition, the field team managers have access to a laptop and a tablet.
4. Communication Systems for Supervisors: In addition to smartphones, we use a combination of software, depending on our city and government contract needs. Primarily, we use 2-way Verizon smartphones that have a Nextel-like radio feature, and Kyocera DuraForce smartphones for communications and reporting applications.

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5. VENDOR APPROACH TO PROJECT

A. Company Approach

1. Transition Plan

Whenever possible, and when desired by the client, Patrol Solutions retains incumbent security staff (provided the individual completes our standard hiring process and signs our standard employment agreement). Our transition plan begins once we receive the awarded contract. PS will:

- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.

As phases of the transition plan conclude, PS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Key Personnel Duties and Responsibilities: Before the transition starts, PS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition. The transition plan includes clearly delineated job responsibilities.

Documentation, Communication, and Training: PS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, PS also prepares training schedules that outline training topics, responsible managers, and required attendees.

For the County of Yolo, Klinton Kehoe will serve as the designated account manager. He will be primarily aided by Daniel Trujillo, our operations manager.

Transition Timeline

Task Assigned	Date Due	Responsibility
Award letter issued to PS	> 3 weeks prior to startup	Gen. Mgr.
PS transition team assigned and in place	> 3 weeks prior to startup	Acc. Mgr.
Meet with client to obtain site specific information	> 3 weeks prior to startup	Acc. Mgr.
Outline and adjust transition plan if needed	> 3 weeks prior to startup	Acc. Mgr.
Security and technology assessment	> 3 weeks prior to startup	Acc. Mgr.
Management/labor meeting	> 3 weeks prior to startup	Acc. Mgr.
Conduct site security survey	> 3 weeks prior to startup	Acc. Mgr.

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Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources
On-site training for operations team	> 2 weeks prior to startup	Acc. Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Acc. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Acc. Mgr.
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Acc. Mgr.
Prepare post orders	> 2 weeks prior to startup	Acc. Mgr.
Select security officers	> 2 weeks prior to startup	HR & Acc. Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Acc. Mgr.
Meet with client to brief on transition progress	Continuous	Acc. Mgr.
Present post orders to client	> 1 week prior to startup	Acc. Mgr.
Deadline to complete drug screen for candidates	> 1 week prior to startup	Human Resources
Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Acc. Mgr.
Ensure each post is fully equipped as specified	> 1 week prior to startup	Acc. Mgr.
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Acc. Mgr.
Retraining of incumbent personnel hired by PS	> 1 week prior to startup	Acc. Mgr.
Service start	TBD	Acc. Mgr.

Evaluation Calendar

The evaluation calendar outlines key on-site elements related to performance after the project has begun. The tasks are divided according to department and corresponding manager.

Task Assigned	Date Due	Responsibility
One month evaluation of each officer's performance	30 days after startup	Acc. Mgr.

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Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Acc. Mgr.
Three-month evaluation of each officer's performance	< 90 days after startup	Acc. Mgr.
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Acc. Mgr.

2. Safety and Risk Management

The Injury and Illness Prevention program has been compiled to guide and instruct all employees on how to prevent injuries and improve safety in their daily work to maximize safety and mitigate risk. The instructions represent the specific performance requirements for all officers assigned to work at different sites.

The IIPP and safety program encompasses (but is not limited to) the following items:

- Organization and responsibilities.
- General safety rules.
- What to look for and how to identify potential hazards.
- How to report a potential hazard and unsafe conditions.
- Inspections and evaluations.
- Reporting and investigation of workplace injuries and illnesses.
- What to do in case an injury does occur.

Patrol Solutions is committed to providing a safe and healthy work environment for all employees. We have developed our Injury and Illness Prevention Program with the intent of reducing accidents and illnesses. Our goal is to have a zero accident rate. It is the responsibility of all supervisors/managers to maintain a safe work environment for the employees. Management will closely monitor the accident rate at each location and act to reduce it. We strive to see yearly decreases in the number of accidents companywide.

All employees are encouraged to report any unsafe work activity or workplace hazard without fear of reprisal. PS is committed to a policy of safety, first and foremost. We expect full cooperation in all areas of the safety program and look forward to maintaining a safe work environment for all employees.

Organization and Responsibilities: The regional manager is responsible for all aspects of the Injury and Illness Prevention Program, including establishment of overall policies. The regional manager oversees the operation of the program. Directors, managers and supervisors are responsible for day to day compliance.

Identification of Hazards: All employees are required to report any unsafe working conditions to their supervisor. Conditions Report Forms are available at each security post.

Correcting Unsafe Conditions and Work Practices: It is our policy that no supervisor shall knowingly allow a hazardous condition to exist which may result in injury or occupational illness. All employees are responsible for correcting any condition that is within their ability to remedy. Management will be responsible for correcting other unsafe conditions through engineering or mechanical controls, training, administrative controls, or personal protective equipment.

Safety Training: It is our policy to provide safety training for all employees, including general safety awareness and job-specific training as needed. No one should do a job unless he or she knows how to do it safely, and understands any hazards involved. The safety program overview

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and safety rules are to be distributed to all employees. Supervisors are responsible for reviewing job practices to ensure the job can be performed safely. They make sure every employee receives the necessary safety orientation for that job.

Communication: Maintaining open lines of communication is essential to the overall effectiveness of the IIPP. The IIPP is designed to be a visible program that promotes two-way communication on work-related and health issues. Specific communication mechanisms include a periodic Injury and Illness Prevention report that summarizes workplace safety information, safety meetings, training programs, and information handouts and safety-related postings.

Compliance: All supervisors are to enforce safety rules and ensure that employees comply with established safe practices.

Cooperative Achievement: Open two-way communication regarding ideals and actions needed to achieve a safe working environment is inherent in the existing organizational structure of Patrol Solutions. All employees are encouraged to contribute ideas and suggestions on workplace injury and illness prevention, without fear of reprisal or blame and with the assurance that such suggestions will be reviewed and given full consideration. In turn, employees will receive ongoing workplace safety information and training that focus on (1) the safe work conditions, work practices and personal protective equipment required to perform one's job in a safe manner; (2) the proper procedures for potential emergencies, and (3) if an employee works with potentially hazardous chemicals, the properties of these chemicals and the precautions that should be taken when using them. In addition, employees receive feedback regarding any actions taken as a result of reported hazards and applicable corrections. Every employee should understand the importance of safety in the workplace.

Safety Performance Recognition and Discipline: The safety components of each employee's job duties and responsibilities are among the job performance factors to be considered in the employee performance development process. Employees, who regularly maintain safe work conditions, follow healthy and safe work practices, and wear required personal protective equipment should be formally recognized through the annual performance appraisal process. Conversely, failure of an employee to maintain safe workplace conditions, abide by healthy and safe work practices, or wear required personal protective equipment can lead to disciplinary action up to and including dismissal.

General Safety Responsibilities: Workplace safety is the responsibility of each and every employee. Each employee is responsible for:

- Learning and practicing the necessary steps to minimize the potential danger from workplace hazards. Each employee is responsible for (1) maintaining safe work conditions, following safe work practices and wearing the required personal protective equipment for one's job; (2) learning and following the proper emergency procedures; and (3) if applicable, learning the properties of potentially hazardous chemicals at the work-site and following the required precautions when handling these chemicals; and
- Correcting unsafe conditions and practices that are within their ability to remedy, and immediately reporting to their supervisor any unsafe conditions to practices not within their ability to correct; and
- Reporting immediately to one's supervisor and the human resources department any workplace injury or illness.
- Knowing and understanding all safety and hazard regulations outlined in site specific post orders.

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Supervisors/Managers: Supervisors/managers are also responsible for:

- Communicating safe work conditions, safe work practices, and required personal protective equipment to the employees under their supervision, and assuring that these conditions and practices are maintained and followed in the activities occurring under their supervision.
- Providing for the correction of unhealthy and unsafe conditions that are within their ability to remedy, and reporting any unhealthy or unsafe conditions not within their ability to correct.
- Documenting the workplace safety training received by the employees under their supervision by providing sign-in sheets and summaries of training covered at any training session.
- Reporting any workplace injury or illness immediately to the human resources department.
- Inspections of the work areas in which their staff operate.

3. Methodology

It is the goal of Patrol Solutions that all of our security services will ensure the safety of patrons, vendors, and your employees. By providing a visible presence, our officers serve as a visual deterrent to crime and other unwanted activities. By performing their duties in an engaged, alert, and responsive manner, officers will create a safe environment for everyone. Whenever possible, officers will assist patrons, vendors, and County employees as long as doing so does not compromise their security duties. Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your facility. The Patrol Solutions approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, PS pays special attention in addressing the following factors:

24/7 Field Team Manager Program – Field team managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. FTMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but also reward and discipline them. If necessary, FTMs can assist in cross-training officers. At PS, our FTMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

Unarmed Security – Wherever they are assigned, officers will be trained to master the ins and outs of their specific post. They will learn general County rules and regulations and gain familiarity with general site information so that they will be capable of responding to requests from patrons asking for assistance and information. Security officers will observe and report daily activities, and prepare accurate and legible daily activity reports and incident reports (as needed). They will assist County personnel, police, and other law enforcement officials as necessary by providing perimeter access control, traffic direction, and other duties as needed. Armed officers will maintain current and active firearm licenses. Officers will perform patrols of their designated areas in accordance with their post orders.

Mobile Vehicle Patrols – For the designated sites as noted in the Scope of Work, we will provide vehicle patrols. These patrol checks will be performed in a marked security vehicle. Depending on the post orders, officers may need to park the vehicle and perform an inspection

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on foot.

Customer Service – All PS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site.

Access Control – Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

24/7 Dispatch Center – Patrol Solutions operates a centralized dispatch service staffed 24 hours per day, 7 days per week for maximum responsiveness. In addition, all supervisors have a smartphone, and have access to a fax machine and work computer in the project manager's office.

Safety – All safety hazards are documented and reported to the PS client manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The client manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. PS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

Monitoring and Alarm Systems – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

Reporting and Documentation – All PS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. The reports are completed online and emailed directly to the client and are searchable. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via the report writing system. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

Handling Disruptive Individuals – PS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. PS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

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Rules and Regulations – All officers and supervisors learn the County’s rules and regulations as well as those of their specific assigned site. Officers’ appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (guard tour tracking, report writing, on the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty at their assignment.

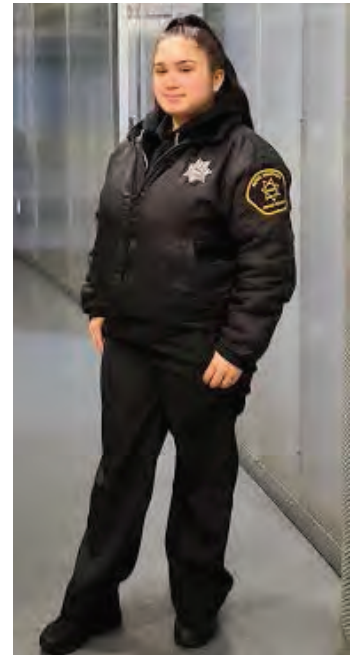
Code of Ethics – PS officers follow our established code of ethics. In particular, the following apply to ALL employees of PS: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each PS officer shall conduct himself or herself with the highest level of integrity.

Confidentiality – All PS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by PS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All PS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The PS team understands the importance of operating and providing services as a unified front. A single individual’s performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

Emergency Response – PS will design and implement an emergency plan that will address all response to threats and potential emergencies at the various sites. The PS corporate emergency response plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. PS understands that changing security needs in the case of an emergency or incident requires PS to respond with additional staff. PS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). PS will work closely with your management to escalate and de-escalate the need for additional staffing at the site.

Uniforms

Full-time officers receive, at a minimum, two pairs of pants, three shirts, and a jacket. Part-time officers receive, at a minimum, one pair of pants, two shirts, and one jacket. If officers are working in an environment that will regularly place them in the elements, we can provide additional gear for inclement weather and other conditions. We also provide personal protective equipment for officers who work at sites that require it. Officers are responsible for cleaning their own uniforms. The shirts and jackets are clearly marked with our insignia. However, we have a uniform provider we can work with if alternate uniform styles are desired.



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Patrol Solutions

Vehicles

Currently, we have 16 patrol vehicles in our existing fleet, with the capacity to expand if necessary. These marked security patrol vehicles are equipped with flashlights, traffic cones, flares, bannerguard tape, a first aid kit, blanket, fire extinguisher, and other necessary equipment.



Tuesday, August 31, 2021

Patrol Solutions

4. Evaluation Process

Officers receive feedback on a regular basis. Field team managers check in on officers and provide supervision and support. Management also conducts performance reviews after an officer's first 90 days, followed by annual performance reviews.

At times, disciplinary actions may be necessary. The objectives of our disciplinary process are to:

- Document any offense properly.
- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: our policies and procedures manual, our officer handbook, our safety manual, violations of post orders, willfully or negligently endangering the life and/or wellbeing of him/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken to accommodate or corrective actions in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Patrol Solutions team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All site supervisors and management are obligated to report misconduct to the responsible client/account/program manager, regional manager, or higher. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the client manager or regional manager or higher with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Patrol Solutions reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Patrol Solutions.

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Patrol Solutions

5. Certifications and Training

Background Checks: Patrol Solutions conducts a background check as part of the hiring process. The background check is conducted via LexisNexis as well as the BSIS. Each individual has to meet or exceed all requirements set forth by the BSIS and PS security standards. Typically, the background check takes about 2-5 business days.

For driving patrol services, we have the employee read and sign a DMV release form so we can run a check on the individual's driving record. Typically, this is done during the hiring process or before a current employee is transferred to a driving position. The check is conducted to ensure that any security officer assigned to a patrol vehicle position has a valid driver's license.

Officers need to obtain their BSIS guard cards and driver's licenses on their own. The company pays for screenings and background checks.

Training

Patrol Solutions is committed to the professional growth of every employee within the company. At Patrol Solutions, training is an ongoing process that never stops. Each employee receives a career enhancement plan so they can focus on enhancing their strengths and eliminating their weaknesses. Patrol Solutions' objective is to deliver outstanding security services to each client. All of our active officers are AB2880 compliant and have completed mandatory BSIS training. They must successfully complete the 8-hour BSIS guard card course. In addition, there is a 32-hour BSIS continuing education series of courses. Armed officers are required to have completed the mandatory BSIS training for armed guards. Initial training for new employees is, at a minimum, 8 hours. This includes live training in the field. Depending on the complexity of the position, the field training could range from one full day to one full week, or possibly more. In addition, we can provide field training on an as-needed basis throughout the duration of the project. On-the-job training plans can be developed in the context of a full understanding of the site in order to help officers be more efficient in their duties.

Outline of Training Manual

The following is the items listed in the table of contents of our officer handbook.

- Introduction
- Primary Mission Statement
- Security Professional – Job Description
- Emergency Response
- Bomb Threats
- General Rules and Procedures
- Special Events
- Reports
- Handling of Complaints
- Liability Issues
- Laws
- Summary

We also strive to promote ongoing training and officer development. Our director of operations, Felix Guerrero, is a certified trainer in various disciplines including firearms training.

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Patrol Solutions

Types of Training

Scenario-based Training – Scenario-based training involves real-life situations that are either role-played between the teacher and the student or video scenarios that are presented and discussed amongst the class. Scenario-based training is an integral part in developing an employee's confidence level when being confronted with an incident.

Client-specific Training – PS will train all staff assigned to a client's site in accordance with the expectations set forth by the security assessment and related security protocol provided by the company. PS develops an advanced training calendar for all sites. This training calendar highlights the training dates for the assigned security officers and the curriculum that will be taught each week. Officers use the calendar to stay on track in meeting pre- and post-assignment training for their work sites.

Cross-training – Each employee and officer is cross-trained on other locations in the case of emergency or need for additional officers at that location. The cross-training program allows PS to respond quickly to a potential emergency. Learning other sites' procedures also allows officers a chance to further enhance their skill sets.

CPR and First Aid Training – If needed, security officers at PS will receive and pass CPR and first aid training for adults and infants. In-house certified trainers conduct these trainings in accordance with Red Cross standards. Each individual who passes Patrol Solutions' CPR and first aid training will receive a Red Cross certification.

A Note on Training

Our managers will be building and then training our officers based on the materials provided by the following organizations:



Felix Guerrero's Training Certifications

Firearm Training Academy: BSIS Guard Card firearm permit, BSIS PR24 baton, and any additional outside training.

American Bike Patrol Services: Bike training certification, bikes repairs, and uniforms.

Felix Guerrero is a certified instructor for the following:

- AVADE (workplace violence and hands-on tactical defense)
- American Red Cross: First Aid/CPR/AED and bloodborne pathogens

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Patrol Solutions

Training Curriculum

To best prepare officers for their duties, Patrol Solutions' training is tailored for each client and each post. Training is an ongoing process and is overseen by a dedicated training manager.

Available Training Courses		
Access Control	First Aid and CPR (Red Cross)	Parking and Traffic
Active Shooter	Handcuffing	Policies and Procedures
Advanced Criminal Law	Handling Difficult People	Port Safety
Advanced Search and Arrest	Illness and Injury Prevention Program	Post Orders and Assignments
Anti- Harassment	Investigation and Reports	Power to Arrest
Chemical Agents	Liability and Legal Aspects	Quality Control Manager
Communication	Loss Prevention	Radio Procedures
Crowd Control	Management Training	Safety Manual
Customer Service	Maritime Security Training Module	Sales Training
DHS Training	MOAB	Shelter Training
Driver Safety	Museum	Supervisor Training
Evacuation Procedures	Observation and Documentation	Time Management
Fire Life Safety	Officer Handbook	Weapons of Mass Destruction
Fire Safety Officer Course	Officer Survival	Workplace Violence

De-escalation Training

Patrol Solutions maintains a staff of instructors certified in several disciplines of de-escalation training, including AVADE and MOAB. This training, provided to our security officers in the field, enables those officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits



MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It

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Patrol Solutions

teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.

Mental Health Training



Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, helping the public identify, understand, and respond to signs of mental illness. Our training manager is a certified trainer for this course. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis such as contemplating suicide. In both situations, the goal is to help support an individual until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health. Patrol Solutions provides this training to all officers. As a value-added benefit, this training is also freely available to our clients, should you wish to participate. Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

6. No Subcontractors

Patrol Solutions does not plan to subcontract any of the work.

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Patrol Solutions

6. METHODOLOGY FOR PERFORMANCE OUTCOME

A. Reporting System

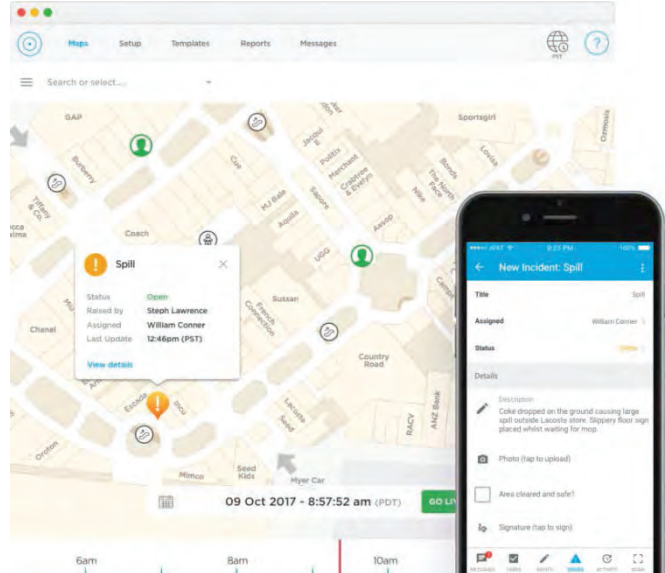
Lighthouse: Complete Workforce Visibility – The Patrol Solutions Guard Tour System

Lighthouse is a guard touring solution with real-time tracking of officers along with daily activity reports and incident reporting. Intelligent location and communication tools empower your distributed teams and give you peace of mind. Continuous tracking through GPS, QR codes, near-field communication (NFC), and Bluetooth beacons ensure guards are where they're supposed to be. Lighthouse provides you with proof of work to increase satisfaction.

24-hour Watch Command

Patrol Solutions operates a centralized watch command service staffed 24 hours per day, 7 days per week for maximum responsiveness. In addition, all managers have a smartphone, and have access to a fax machine and work computer in the project manager's office.

Officers are trained to operate any monitoring/alarm systems in use at their site. If there is a need to implement any other technological systems into the security program, we will be able to do so and train our officers.



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Patrol Solutions

B. Sample Report Forms

Daily Activity Report

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



DAILY ACTIVITY REPORT

Client:		Date:			
Location:					
Day Shift	→	Hours:			
Swing Shift		Officer:			
Grave Shift		Post:			
Equipment Received at Start of Shift					
By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift.					
Signature:			Print Name:		

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Trespassing
Complaints	Malfunction	Usage/Depletion (refill/change)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separate)
Hazard (identified)	Theft	Waste of power/water/gas etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

TIME	DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL)	PAGE 1
	START SHIFT	
	FIRST 10 MINUTE BREAK	

3/10/2020

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Patrol Solutions

Incident Report



INCIDENT REPORT

Client:		Address:	Phone Number:
Type of Incident:		Place of Incident:	
Date & Time of Incident:		Police/Fire Notified: Yes	
		Client Notified: No	
Name of Reporting Person:		supervisor Notified:	
NAMES OF VICTIMS, WITNESSES, PERSONS INVOLVED, ETC.			
V - Victim W - Witness S - Subject			
Name	Contact Number	Organization/Address	
DESCRIPTION OF PROPERTY			
(Example: Brand, Model, Color, Year, License or Serial Number)			
NARRATIVE			
Description of Incident/Injury (WHO – WHAT- WHERE – WHEN – HOW)			
Reporting Person's Name:		Signature:	Date/Time of Report: 2016-04-
			PAGE 1 OF 2

IR Form updated January 2020

Tuesday, August 31, 2021

Patrol Solutions

Quarterly Report



Quarterly Client Report

Reporting Period: _____ to _____

Client Name: _____ Prepared by _____

Client Site(s): _____

Principal Client Contact: _____

Number of Site Visits: _____

Guard Performance Evaluation

Name of Patrol Solutions Officer: _____

Aspect of Officer's Performance	Manager Comments
Initiative	
Environment Created	
Whether or Not Staff Felt Safe	
Professionalism	
Reliability	
Responsible Use of County Time	
Miscellaneous Comments	

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Patrol Solutions

7. DEMONSTRATED COMPETENCE/PAST PERFORMANCE

A. Exhibit D

County of Yolo PREVIOUS CUSTOMER REFERENCE FORM SECURITY GUARD SERVICES EXHIBIT "D"	
Contractor Name: <u>Patrol Solutions, LLC</u>	
Please provide at least three customer references for whom you have performed similar services in size and scope (preferably California state or local government agencies) or within the greater Sacramento area.	
1. Company Name:	<u>City of San Francisco Human Services Agency</u>
Address:	<u>1440 Harrison St. San Francisco, CA 94103</u>
Contact Person:	<u>Joseph Villatoro, Investigator - Special Investigation Unit</u>
Telephone:	<u>415-850-6341</u> E-Mail: <u>o josephvillatoro@sfgov.org</u>
Services Provided:	<u>Unarmed security services for multiple City-managed hotels and congregate sites. This project is part of the City of San Francisco HSA COVID emergency response. Duties include access control, foot patrols, emergency response, and serving as a visible deterrent to unwanted activities.</u>
Service Dates:	<u>From: 06/2020</u> To: <u>Present</u>
Contract Value:	<u>\$ 6 million annual</u>
2. Company Name:	<u>Arts District of Los Angeles Business Improvement District</u>
Address:	<u>1801 E. 7th St. Los Angeles, CA 90021</u>
Contact Person:	<u>Miguel Vargas, Executive Director</u>
Telephone:	<u>213-880-1332</u> E-Mail: <u>miguel@artsdistrictla.org</u>
Services Provided:	<u>Unarmed services for the entire business improvement district. Bicycle patrols and foot patrols, emergency response, etc.</u>
Service Dates:	<u>From: 09/2020</u> To: <u>Present</u>
Contract Value:	<u>\$ 900K annual</u>
3. Company Name:	<u>Zimmerman Investments</u>
Address:	<u>1388 Sutter St., Suite 918 San Francisco, CA 94109-5468</u>
Contact Person:	<u>Robert Frates</u>
Telephone:	<u>415-400-5678</u> E-Mail: <u>rfrates@zimmermaninvestments.com</u>
Services Provided:	<u>Unarmed foot and vehicle patrols for a large shopping center located in the East Bay Area.</u>
Service Dates:	<u>From: 11/2020</u> To: <u>Present</u>
Contract Value:	<u>\$ 80K annual</u>

Tuesday, August 31, 2021

Patrol Solutions

8. FINANCIAL INFORMATION

We have included our confidential financial statements 2019, the most current complete year available. These are financial statements as prepared by a CPA that we are sending to be audited. Our accountant is still in the process of preparing our 2020 financials, which we could provide soon if requested.

Jay M. Schwartz, Ltd.

18154 Harwood Ave, Suite 103

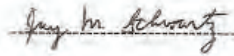
Homewood, Il. 60430

708-799-3640

July 21, 2021

To The Owner of Patrol Solutions, LLC

Management is responsible for the accompanying financial statements of Patrol Solutions, LLC, which comprise the balance sheet-income tax basis as of the years ended, December 31, 2019, and 2018, and the related statements of revenue and expenses-income tax basis, for the years then ended in accordance with the income tax basis of accounting. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.



Jay M. Schwartz

Certified Public Accountant

CONFIDENTIAL

1

Tuesday, August 31, 2021

Patrol Solutions

PATROL SOLUTIONS LLC

Balance Sheet
December 31, 2019

ASSETS

CURRENT ASSETS

CASH IN BANK	\$ 14,514.20	
TOTAL CURRENT ASSETS		\$ 14,514.20

FIXED ASSETS

AUTOMOBILES AND TRUCKS	5,750.00	
ACCUM DEPR-AUTOMOBILES & TRUCKS	1,150.00	
TOTAL FIXED ASSETS		\$ 4,600.00

OTHER ASSETS

TOTAL OTHER ASSETS		\$ 0.00
TOTAL ASSETS		<u>\$ 19,114.20</u>

LIABILITIES AND EQUITY

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES		\$ 0.00-
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NON-CURRENT LIABILITIES

TOTAL NON-CURRENT LIABILITIES		<u>\$ 0.00</u>
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TOTAL LIABILITIES		\$ 0.00-
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OWNERS EQUITY

CAPITAL BEGINNING OF YEAR	16,525.92	
CAPITAL WITHDRAWALS	62,546.03-	
CURRENT EARNINGS	65,134.31	
TOTAL OWNERS EQUITY		<u>\$ 19,114.20</u>

TOTAL LIABILITY AND EQUITY		<u>\$ 19,114.20</u>
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SEE ACCOUNTANT'S COMPILATION REPORT
JAY M. SCHWARTZ, LTD.

Tuesday, August 31, 2021

Patrol Solutions

PATROL SOLUTIONS LLC

Income Statement
December 31, 2019

SALES	
SALES	\$ 731,974.71
TOTAL SALES	\$ 731,974.71
COST OF SALES	
TOTAL COST OF SALES	\$ 0.00
GROSS PROFIT	\$ 731,974.71
EXPENSES	
SALARIES & WAGES	421,249.21
ADVERTISING	5,941.11
AUTOMOBILE AND TRUCK EXPENSE	70,803.74
BANK SERVICE CHARGES	4,549.66
DEPRECIATION	1,150.00
DUES AND SUBSCRIPTIONS	4,080.58
MEALS	27,824.94
FREIGHT	1,437.73
INSURANCE	20,377.07
LEGAL AND ACCOUNTING	2,829.84
LICENSES	1,456.00
OFFICE EXPENSES	9,459.10
RENT	3,555.48
REPAIRS AND MAINTENANCE	2,213.11
SHOP SUPPLIES	23,156.50
STATIONERY AND PRINTING	199.95
TAX - PAYROLL	49,418.28
TELEPHONE	11,403.95
TRAVEL	5,701.44
UTILITIES	32.71
TOTAL OPERATING EXPENSES	\$ 666,840.40
NET OPERATING INCOME	\$ 65,134.31
OTHER INCOME AND EXPENSE	
TOTAL OTHER INCOME AND EXPENSE	\$ 0.00
INCOME BEFORE TAXES	
NET PROFIT OR LOSS	\$ 65,134.31

SEE ACCOUNTANT'S COMPILATION REPORT
JAY M. SCHWARTZ, LTD.

Tuesday, August 31, 2021

Patrol Solutions

9. REQUIRED PROPOSAL FORMS

This proposal document represents our response to Exhibit B, the Proposal Questionnaire. The other required proposal submittals have been uploaded as separate attachments on the BidSync platform.

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Patrol Solutions

PATROL SOLUTIONS: THE LOGICAL CHOICE

PS has a number of competitive advantages that make us the logical choice as the preferred vendor for the County of Yolo. These competitive advantages have been developed over the years and show how the PS team focuses on living up to our mission statement: "To provide the best security workforce management services in the Western United States delivered with excellent customer service for quality clients."

- ➔ **Experienced Management Team** – PS' executive and management team are readily available to provide support to the on-site staff and all of our clients. You will have direct access to upper management. Our upper management has backgrounds in managing major government agency security operations, and will apply this expertise for the benefit of Yolo County.
- ➔ **Outstanding Benefits Program and Career Development Philosophy** – PS has comprehensive programs to reward and retain high performing officers for better quality and workforce stability.
- ➔ **Cultural Sensitivity** – PS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- ➔ **Dispatch Center** – PS operates a 24/7 dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- ➔ **Customer Service Focus** – We know that customer service is crucial in providing a complete security solution. PS has developed several programs and training methodologies to enhance the customer service skills for the employees.
- ➔ **Emergency Response** – PS develops emergency plans for all clients. PS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.

It is our hope that you and your team have developed a favorable opinion about Patrol Solutions, and that we have been able to address how we will develop, implement, and deliver the most suitable security program for the County of Yolo.

Thank you for the opportunity to provide your team with this proposal.

The Patrol Solutions Team

Security Guard Services Cost Proposal EXHIBIT C

Labor Rates

Service	Hours	x	Unit Price	=	Total
Regular Hours	<u>381.33</u>	x	<u>\$28.31</u>	=	<u>\$10,795.17</u>
Overtime Hours	<u>0</u>	x	<u>\$42.46</u>	=	<u> </u>
					<u><u>\$10,795.17</u></u> Monthly Cost

Monday through Friday
between the hours of 5:00
a.m. to 9:00 p.m., and
Saturday 2:00 p.m. to 10:00
p.m.

	Hours	Regular Rate	Cost
Weekly Hours	88	\$28.31	\$2,491.28
Monthly Hours	381.33	\$28.31	\$10,795.55
Annual Hours	4576	\$28.31	\$129,546.56

Signature: *Carl Cunningham*

Date: 08/30/2021

Title: General Manager

County of Yolo
PREVIOUS CUSTOMER REFERENCE FORM
SECURITY GUARD SERVICES EXHIBIT "D"

Contractor Name: Patrol Solutions, LLC

Please provide at least three customer references for whom you have performed similar services in size and scope (preferably California state or local government agencies) or within the greater Sacramento area.

1. Company Name: City of San Francisco Human Services Agency
 Address: 1440 Harrison St. | San Francisco, CA 94103
 Contact Person: Joseph Villatoro, Investigator - Special Investigation Unit
 Telephone: 415-850-6341 E-Mail: josephvillatoro@sfgov.org
 Services Provided: Unarmed security services for multiple City-managed hotels and congregate sites. This project is part of the City of San Francisco HSA COVID emergency response. Duties include access control, foot patrols, emergency response, and serving as a visible deterrent to unwanted activities.
 Service Dates: From: 06/2020 To: Present
 Contract Value: \$ 6 million annual

2. Company Name: Arts District of Los Angeles Business Improvement District
 Address: 1801 E. 7th St. | Los Angeles, CA 90021
 Contact Person: Miguel Vargas, Executive Director
 Telephone: 213-880-1332 E-Mail: miguel@artsdistrictla.org
 Services Provided: Unarmed services for the entire business improvement district. Bicycle patrols and foot patrols, emergency response, etc.
 Service Dates: From: 09/2020 To: Present
 Contract Value: \$ 900K annual

3. Company Name: Zimmerman Investments
 Address: 1388 Sutter St., Suite 918 | San Francisco, CA 94109-5468
 Contact Person: Robert Frates
 Telephone: 415-400-5678 E-Mail: rfrates@zimmermaninvestments.com
 Services Provided: Unarmed foot and vehicle patrols for a large shopping center located in the East Bay Area.
 Service Dates: From: 11/2020 To: Present
 Contract Value: \$ 80K annual

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT
Security Guard Services RFP
Exhibit "E"

I, Carl Cunningham, am the
(name)

General Manager of Patrol Solutions, LLC,
(Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

08/10/2021
(Date)

Carl Cunningham
(Signature)

County of Yolo
SECURITY GUARD SERVICES
SIGNATURE PAGE
EXHIBIT "F"

Solicitation Name: County of Yolo General Services Dept. for Security Guard Services

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Patrol Solutions, LLC

Company Name

Name: Carl Cunningham

6060 Sunrise Vista Dr., Suite 1500

Address

Title: General Manager

Citrus Heights CA 95610

City

State

Zip

Phone: 415-760-8116

Carl Cunningham

Signature of Person Authorized to Sign

Fax: _____

Carl Cunningham

Printed Name

Email: carlcunningham@patrolsolutions.com

General Manager

Title

08/10/21

Date

Exhibit C Labor Rates County Buildings

Services:	Hours:	Unit Price:	Total:
Regular Hours	381.33	\$28.31	\$10,795.17
Overtime Hours		\$42.46	
Monthly Cost:			\$10,795.17

Labor Rates Library Buildings

Services:	Price:
Regular	\$24.71
Holiday	\$34.60
Monthly Cost	\$3,037.73

EXHIBIT C - Cost Proposal

	Yolo County Public Library A.F. Turner Library	Admin Building Lobby	HHSA	Patrol Option Current Patrol Option: Other County Locations
FY 2024/25 Budget				
Scheduled Regular Hours Per Weel	33	40	306	112
Scheduled OT Hours Per Week	0	0	28	0
Hourly Bill Rate	\$31.49	\$28.97	\$31.49	\$31.49
Overtime Bill Rate	\$47.24	\$43.46	\$47.24	\$47.24
Weekly Cost	\$1,039.17	\$1,158.80	\$9,635.94	\$3,526.88
Monthly Cost	\$4,503.07	\$5,021.47	\$41,755.74	\$15,283.15
Annual Cost	\$54,036.84	\$60,257.60	\$501,068.88	\$183,397.76
Estimated CPI Increase	N/A	N/A	N/A	N/A
FY 2025/26 Budget				
Scheduled Regular Hours Per Weel	33	40	306	112
Scheduled OT Hours Per Week	0	0	28	0
Hourly Bill Rate	\$33.06	\$30.42	\$33.06	\$33.06
Overtime Bill Rate	\$49.60	\$45.63	\$49.60	\$49.60
Weekly Cost	\$1,091.13	\$1,216.74	\$10,117.74	\$3,703.22
Monthly Cost	\$4,728.22	\$5,272.54	\$43,843.53	\$16,047.30
Annual Cost	\$56,738.68	\$63,270.48	\$526,122.32	\$192,567.65
Estimated CPI Increase	1.05	1.05	1.05	1.05
FY 2026/27 Budget				
Scheduled Regular Hours Per Weel	33	40	306	112
Scheduled OT Hours Per Week	0	0	28	0
Hourly Bill Rate	\$34.72	\$31.94	\$34.72	\$34.72
Overtime Bill Rate	\$52.08	\$47.91	\$52.08	\$52.08
Weekly Cost	\$1,145.68	\$1,277.58	\$10,623.62	\$3,888.39
Monthly Cost	\$4,964.63	\$5,536.17	\$46,035.70	\$16,849.67
Annual Cost	\$59,575.62	\$66,434.00	\$552,428.44	\$202,196.03
Estimated CPI Increase	1.05	1.05	1.05	1.05

EXHIBIT D
HIPAA COMPLIANCE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the “Privacy Rule” and “Security Rule.” Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subSection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United

States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

(n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.

(o) Contractor shall report to the County any security incident of which it becomes aware.

(p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.