

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2013, is by and between the County of Alameda, hereinafter referred to as the "County", and A1 Protective Services, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain armed guard services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide armed guard services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements
Exhibit A-2	Deliverables and Reports
Exhibit A-3	County Holidays
Exhibit A-4	Description of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements

The term of this Agreement shall be from December 2, 2013 through December 1, 2014.

The compensation payable to Contractor hereunder shall not exceed *one hundred thirty thousand dollars (\$130,000)* for the term of this Agreement.

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

COUNTY OF ALAMEDA

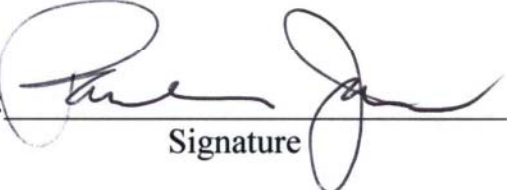
A1 PROTECTIVE SERVICES

By:  _____
Signature

Name: John Glan
(Printed)

Title: Purchasing Agent

1/ 8/14

By:  _____
Signature

Name: PAULA JONES
(Printed)

Title: OWNER

Date: SEPTEMBER 23, 2013

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Probation Department
400 Broadway
Oakland, CA 94612
Attn: Holly Wright

To Contractor: A1 Protective Services
8130 Baldwin St. Suite 122
Oakland, CA 94605
Attn: Paula Jones

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its armed guard services shall not exceed \$130,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide armed guard services with the Specific Requirements and Deliverables/Reports, County Holidays, and Description of Services set on this Exhibit A, consisting of the following:
 - Exhibit A-1 Specific Requirements
 - Exhibit A-2 Deliverables and Reports
 - Exhibit A-3 County Holidays
 - Exhibit A-4 Description of Services
 - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901095, including any addenda, specifically including Exhibit A BID FORM of the RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Paula Jones	Director	ploann@aol.com
Brajh Norris	Quality Control – Liaison Officer	braj@a1protectiveservices.com
Angela Murff	Operations Manager	info@a1protectiveservices.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1 SPECIFIC REQUIREMENTS

Contractor shall be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.

Contractor shall respond to emergency service requests within one (1) hour of request and respond to normal service requests the following day. Contractor shall be capable of responding to all service requests.

In case of an emergency or unusual event, all employees of Contractor shall be subject to the direction of the County Director and/or the Probation department/facility site manager.

Contractor must be able to deploy their employees to fully staff designated County sites in an organized, efficient manner on the first day, as agreed, of the start this contract.

Contractor must have sufficient personnel who possess a current "Guard Card" to fill the position, and maintain additional personnel to provide the necessary lunch and other breaks and to cover vacation, sick time and other leaves as they may occur.

In the event a security guard is unable to perform his/her duties during a shift due to illness or injury, the Contractor shall provide a replacement guard within one (1) hour from the time the post is vacated.

The following requirements are specific to the Contractor and the armed security guard assigned:

1. Contractor Supervisor/Liaison:

Contractor shall designate a permanent member(s) of its management staff, at no additional cost to the County, to act as a supervisor(s) or liaison officer(s) between designated Alameda County Probation Department and agency personnel and the security guards.

Contractor shall provide the name, telephone number, pager or cell phone number, facsimile number, email address and office address of the designated security supervisor(s) or liaison(s) to the County facility manager for the site location. Contractor shall provide updated information to the County facility manager for all replacement security supervisors for the duration of the contract.

The supervisor(s) or liaison officer(s) shall be available on an on-call basis via pager or cell phone number to the security guards and designated County staff. The supervisor(s) or liaison officer(s) is responsible for, but not limited to, the following:

- a. Work with the designated County management personnel or building staff to develop a high standard of professional security service which is sensitive to the needs of the facility's staff and visitors.
- b. Supervise the security guards at the posts within the facility; be available for frequent on-site supervision, at a minimum of two (2) times per month.
- c. Familiarize each security guard with the County internal communication system and its uses, the County log assist policy and any other County policies that affect the public. This information will be provided by the County to the Contractor.
- d. Develop or review written standing Post Orders with an emphasis on the needs of the Probation Department, and as specified by County management staff. Written Post Orders for the Probation location assignment shall be completed and approved by the supervisor(s)/liaison(s) and the County within fifteen (15) business days from the first day of each location assignment.
- e. Review Post Orders for adds and edits with the facility manager at least twice a year at agreed upon dates each year. Contractor will re-issue Post Orders with new edits within one (1) month of the requests, and will go over the changes with each guard (including new hires/replacements and substitutes for vacation and/or sick leave).
- f. Respond in a timely manner, within two (2) hours or less, to requests from County management staff for follow-up with appropriate action and/or recommendations on any incidents or complaints involving security guards employed by the Contractor.
- g. Keep County management staff apprised of security issues which affect the safety of the staff, employees, and visitors, and make appropriate recommendations for improvement.
- h. Promptly report any unusual event or emergency (such as an accident, hostile client or employee, illegal weapon, bomb threat, or theft) to the County facility manager. These incidents shall be followed by a written report submitted to the facility manager within twenty-four (24) hours of the incident or event.
- i. Investigate all complaints received about the security guard(s), report findings, and inform County facility or management staff of remedial action(s) taken.
- j. Ensure that incident reports and other written documentation requested are forwarded to the appropriate County management staff member in the time specified.

2. Training and Certification:

The security guards assigned to the Alameda County Probation Department shall have completed the required mandatory forty (40) hour skills training course and elective eight (8) hour Certification Course in Firearms Training as regulated by the State of California Bureau of Security and Investigative Services (BSIS), Division 7 of Title 16 of the California Code of Regulations, Article 9, Skills Training Course for Security Guards.

Contractor must provide written proof, to the Alameda County Probation Department management or facility manager, of a security guard's certificate of completion (or evidence of completion of the required hours as set forth in the above paragraph) of the mandatory and elective training administered by a private patrol operator or by a certified training facility.

Prior to starting, security guards will undergo training for use on how to operate the Rapiscan 618XR Weapon Screening Station to be arranged by the Alameda County Probation Department.

This training shall be paid for by the Contractor, as the Contractor will not otherwise be compensated by the County for these costs.

Additional replacement or relief security guards provided by the Contractor shall be of the same caliber and possess the same training as the regularly assigned security guard(s).

All relief armed security guards (covering for vacations or sick leave) shall be trained and familiar with the procedures, duties and responsibilities required of the security guard(s).

3. Security Guards:

The Security Guard's primary duty is to observe and report. Other duties and responsibilities of security guards shall include, but not be limited to, the following:

- a. Maintain a high level of visibility at all times as a deterrent.
- b. Greet the public and answer simple/basic questions, notify departments of visitors, maintain a clean post, pass instructions to maintenance personnel or subcontractors as requested by the facility manager(s), and report any elevator malfunctions and fire panel alarms to building facility manager(s) or staff.
- c. Upon request by the County, security guard shall detain visitors, make contact with the person to be visited or the department receptionist, and announce that a visitor is waiting in the lobby. Generally, the guard does not escort the visitor to the employee's office, but shall direct the visitor to the proper location.

- d. Be familiar with the Public Address system.
 - e. Have visitors sign in and out on the daily *Visitors Log*, and issue a Visitor's Badge, as required.
 - f. Be responsible for issuing visitor and contractor passes.
 - g. Greet and question unescorted visitors within the security area.
 - h. Observe and enforce the County's "No Smoking" rules.
 - i. Guards may be asked by County staff to assist with a difficult client or escort individuals to their car during daylight hours. Security guards who are authorized to leave their post for such tasks shall comply with requests for assistance unless compliance would significantly lower the level of security required within the facility.
 - j. Help County employees to defuse arguments or disturbances with the public, whether it is inside or outside the County office. Threatening situations shall be reported immediately to emergency dispatch 9-1-1 and the Facility Manager.
 - k. Guards may be asked by County staff to deny access to specific individuals who have been deemed to be potentially violent (a former employee, family member, or client who may have threatened a County employee or has displayed a potential for violent behavior). Security guards shall notify the local authorities immediately by calling 9-1-1 if the individual exhibits behavior that could be violent or abusive.
 - l. Enforce the rule forbidding weapons to be brought on to County premises. Weapons are not allowed on County premises (with the exception of weapons worn by Armed Security Guards as required under this contract, Sheriff's Deputies/personnel, other law enforcement officers, Probation Officers, Welfare Investigators, etc.). If security guard(s) suspects someone of possessing a weapon, he/she shall contact the Sheriff's Office or notify 9-1-1 at once.
 - m. Inform relief guards of any special situations or instructions.
 - n. Limit telephone calls to business or personal emergencies.
 - o. Respond to electronic alarm (panic button) immediately upon request by County staff to assist with a difficult client or other emergency situations.
4. The Security Guard's primary duty is to observe and report. Security guards **shall not**
- a. Allow objects to be left unattended at any time in the lobby of the building or near the post. In the event of a bomb threat, the security guard shall gather as much information as possible (such as time, names, location, what was said), and

convey this information immediately to the Facility Manager or 9-1-1. If evacuation is ordered, the security guard(s) shall assist with the removal of all building occupants in an orderly and safe manner. The security guard shall notify authorities of anything suspicious or out of place that has been observed during the evacuation. If a suspicious object is located, the security guard shall take the following precautions:

- (1) Do not touch, move, or disturb the object;
 - (2) Get a good description of the object – size, color and markings;
 - (3) Note the exact location of the object – floor, room number, location within the room;
 - (4) If requested by the Facility Manager, another County manager, and/or the 9-1-1 operator, begin clearing all persons from the immediate vicinity in an orderly and safe manner;
 - (5) Cordon off the area and deny re-entry; and
 - (6) Do not use a pager, radio or cellular phone near the suspicious object, since these may detonate some explosive devices. Exercise caution and advise others not to use pagers, radios or cellular phones near the facility.
- b. Unlock doors unless so authorized by a Security Guard(s) supervisor or a Facility Manager
 - c. Use County offices; read, rearrange, or remove material from County offices, and they shall not permit any unauthorized person(s) to do so. Security guards shall not sit on desks, cabinets, tables, or rest feet on desk tops or open desk drawers, etc.
 - d. Possess or use illegal substances or drink alcohol on the job. Security guards under the influence of alcohol or illegal drugs while on duty will be promptly dismissed.
 - e. Engage in dialog or private conversations with County staff that disrupt duty work.
 - f. Wear headphones while on duty unless they are part of a County-provided communications device.
 - g. Converse privately with acquaintances or personal visitors while on duty.
 - h. Read books, magazines, or newspapers while on duty.

- i. Request or accept any kind of credit or loan from County staff or surrounding businesses.
- j. Accept any gifts or gratuities.
- k. Occupy their personal vehicles while on duty.

Multiple complaints against a security guard without confirmation of extenuating circumstances shall be grounds for discharge. Rude or offensive behavior will not be tolerated. Willful disregard of orders from the Security Guard Agency or County management personnel will be cause for disciplinary action and possible dismissal from duties.

5. Concierge Duties:

Security guards stationed as a Concierge shall greet the public, answer simple/basic questions, notify departments of visitors, and shall follow these media protocols:

- a. Prevent journalists from proceeding into unauthorized areas as they do with other visitors.
- b. Contact the Facility Manager to report the media's presence in the building.
- c. Recognize that journalists have a right to request entrance to a public building.
- d. Shall not allow journalists to disrupt or interfere with work in progress or force an interview with clients or County employees who do not wish to provide statements.

6. Personnel Qualifications:

Due to the high visibility of the security guard position, the County requires a high degree of stability in the security force posted. Any security guard(s) assigned to the County should have a minimum of one (1) year experience working as an armed security guard. The County will maintain the right to decline the Contractor's placement of security staff which may not be appropriate to the buildings' environment. The Contractor agrees that staff placements will be mutually acceptable to the County and the Contractor.

Proper conduct is expected of Contractors' personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

County has the right to request removal of any Contractor employee who does not properly conduct himself/herself or perform quality work.

It is the Contractor's responsibility to conduct a thorough criminal background check on all security guards assigned to any County facility to ensure that no guard has a criminal record. **A copy of the written verification that the guard has passed the Contractor's background checks must be provided to the Probation Department's Facility manager prior to assignment at the facility.**

7. Uniforms and Equipment:

- a. Security guards are to be dressed in appropriate uniforms that comply with the "name and patch" requirements of the State of California Department of Consumer Affairs for security guards. Uniforms, provided by the Contractor, will be suit-type with jacket. Uniforms are to be neat, clean, pressed, and lint free. Dress is to include dress or leather work shoes that are clean, in good repair and color coordinated with the uniform. NO tennis or athletic shoes are permitted.
- b. Guards shall be easily identifiable as non-County employees, and are to wear at all times a company name badge or patch and a name plate securely fastened and worn in full view to be seen at three (3) feet minimum view.
- c. Guards are required to carry handguns. It is preferred that they carry secondary defensive weapons as well, which can be batons, mace and/or handcuffs.

Guards are not allowed to carry personal cell phones or pagers. They may use a desk phone provided for the station for phone calls.

EXHIBIT A-2
DELIVERABLES / REPORTS

1. Daily Activity Report:

Contractor(s) shall require security guard(s) to maintain a Guard's Daily Activity Report (DAR) of all activities during each shift for the entire term of the contract. The Contractor(s) will provide copies of these reports to County management personnel upon request.

2. Incident Reports:

The security guard(s) may be required to complete the County's Incident Report form. The Contractor's Incident Report format may be used if pre-approved by the Facility Manager.

There will be two (2) levels of incident reports, Routine and Critical, as described under Item numbers 3 and 4 below.

Incident reports must be in English and are to be clear, concise, factual and to the point. Reports are to be printed or typewritten. Incident reports shall be written for any of the following situations:

- a. Any damage occurring on or near County property;
- b. Any theft or burglary, attempted or otherwise, occurring inside or outside of the County facility;
- c. Suspicious circumstances observed by the security guard;
- d. Police activities on or near the County's property;
- e. Fire Department activities on or near the County's property;
- f. Accidents occurring on or near the County's property; and
- g. Any unusual occurrences which the guard determines should be reported.
- h. Any occasion requiring the use or display of firearm other than normal visibly holstered status.
- i. Reports are to be printed or typewritten and are to include the following information:
 - (1) Names of the person(s) involved in the incident;
 - (2) Location of the incident;

- (3) Exact time and date of the occurrence;
- (4) Description of the event(s);
- (5) List of any injuries incurred and by whom; and
- (6) Emergency services or other agencies called.

3. Routine Reports:

The original report must be sent to the Probation Department's designated Facility Manager within twenty-four (24) hours of the incident. Incidents in this category include, but are not to be limited to incidents where:

- a. There is harmful physical contact with another person or person(s) (e.g. visitor and/or staff);
- b. The guard witnesses a crime or other type of unusual occurrence or activity;
- c. There is involvement with an outside law enforcement agency;
- d. An arrest is made;
- e. Building staff or personnel specifically requested security assistance or intervention;
- f. Any person refuses or is unwilling to comply with a reasonable request or direction given by the security guard;
- g. Injuries requiring medical attention occur;
- h. Damage or loss of property occurs; and
- i. Any incident involving a weapon.

4. Critical Reports:

The original report is to be filed with both the Contractor's management and the County Facility manager at the end of the shift on which the incident occurred. Incidents in this category are incidents in which one (1) or more of the following occur:

- a. Building break-ins;
- b. Injuries;
- c. Verbal and/or physical assaults;
- d. Seizure;

- e. Loss of consciousness; and
- f. Death.

5. Other Reports:

Contractor shall establish an account for the Alameda County Probation Department. The County shall receive a monthly statement to include the following information:

- a. Summary of the amount due, date, location, department name and Purchase Order number; and
- b. All unpaid invoices, payments received, and credits issued for the location.

The Alameda County Probation Department shall be responsible for paying all approved charges to its account. Security Agencies shall keep a daily attendance log for all Security Guards assigned to the Alameda County Probation Department along with a weekly summation of all hours worked and must be able to provide this documentation upon request from the Probation Department.

6. Security Agencies shall maintain an internal self-correcting mechanism to minimize dereliction of duty by the Security Guard(s).

EXHIBIT A-3
COUNTY HOLIDAYS

The following is a list of designated County holidays:

1. Christmas
2. New Year's Day
3. Martin Luther King Jr.'s Birthday
4. Lincoln's Birthday
5. Washington's Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving (Thursday and Friday)

EXHIBIT A-4 DESCRIPTION OF SERVICES

Contractor shall implement a specific security program that includes project management, transition plan, quality control program, training, staffing, and recruitment plan.

1. Communication

Contractor shall begin every workday with a meeting between Operations Manager and supervisors to make sure employees know which location to report to that day, exactly what they will be doing when they get there, and if a particularly challenging task is on the day's agenda, such as a Special Event or a contingency response.

Contractor's supervisors and lead guards shall hold an informal "guard mount" at the start of each shift, during which relief personnel will be assembled for inspection, announcements are made, and a general transfer of information from one shift's personnel to the next takes place. Relief of all guard force personnel will be carried out on-site. No guard force personnel will depart his/her post prior to being relieved

2. Quarterly Meetings

Contractor shall request meetings on a quarterly basis to review the quality of services, review current site post orders, and make recommendations of any changes that will benefit the security of the facilities. No changes will be made without strict approval of designated contracting personnel.

3. Location of Support Offices

Contractor shall provide trained, uniformed Armed Officers to Alameda County Probation Department. The primary support office is located in 8130 Baldwin Street, Suite 122 Oakland, CA. To maintain consistency to the contract all operational and administrative activities will be administered out of the support office with oversight from headquarters in San Francisco, CA

4. Understanding of Service Requirements

Contractor shall furnish Alameda County Probation Department the personnel, supervision, materials, equipment, transportation, training, uniforms, and management - except as provided by Alameda County - to monitor, inspect, safeguard, and protect property, assets, and personnel from loss, theft, damage, unauthorized use and any other criminal acts.

- a. Law: Contractor shall furnish fully licensed, trained Armed Uniformed Security Officers to County of Alameda Probation Department. Assigned Security Officers will strictly enforce County of Alameda security laws and regulations at his respective post assignment. Officers will enforce "No Smoking Policy". During the performance of duties Officers will report any unlawful wrongful activities observed to appropriate agent of Client or law enforcement agency.
- b. Access Control: Contractor shall enforce all ingress and egress policies while providing a high level of professionalism. Stationary Security Officer will maintain a high level of visibility presence monitoring access to restricted areas of County Facilities. Prevent, detain, and escort unauthorized persons as requested by County of Alameda personnel. Officer will conduct complete screening of all visitors entering the building.
- c. Visitors-Employees: Contractor shall follow all County of Alameda policies regarding escorts, badges, sign in/out logs and any other procedures as directed by County of Alameda. Assigned officers will interact in a professional, courteous and polite manner with the general public, employees, and visitors.
- d. Security Patrols: Contractor shall conduct perimeter check of facilities in accordance with site post orders. At a minimum, roving officer will inspect: fences, gates, doors, vehicles. Conduct routine building inspections of building facilities checking for any maintenance issues such as elevator malfunction, lights out, fire panel issues and reporting any problems to maintenance personnel.
- e. Alarm Response: Contractor shall respond to panic alarms to assist County Staff.
- f. Reporting: Contractor shall fully comply with County of Alameda Reporting Requirements. Contractor will maintain and prepare reports as requested by County of Alameda. At a minimum the following reports will be prepared and maintained:
 - 1) Daily Activity Reports
 - 2) Incident Reports
 - 3) Critical Incident Reports
 - 4) Routine Reports
 - 5) Visitor/Employee Logs Reports

- 6) Maintenance Reports
- 7) Supervisor Inspection Reports

g. Emergency Response/As-needed Service Staffing Plan

Contractor shall employ a staffing plan for personnel through recruitment, hiring, and training. Contractor shall be able to staff additional security man power requirements such as special events or additional assignments without compromising current ongoing man power requirement.

Contractor shall ensure that a suitable number of replacement and "on-call" personnel are maintained and ready to step-in and perform at whatever level required to maintain a running operation. These on call additional personnel will be employed as either, part time personnel or personnel from Contractor's Management Offices who will be fully trained, briefed, and ready to step-in and handle temporary work assignment.

1) Recruitment

Contractor shall continue to recruit new employees at all times through the duration of the contract in order to keep a constant pool of people.

2) Hiring

Contractor shall hire and retain employees as part time, on call basis or working other non- County of Alameda sites. They will be used as Contractor's back up response team.

3) Notification of Emergency Services

- a) Client places the call for extra coverage with detail information of the service hours, locations and duration of special assignment.
- b) If the call is placed during business hours; the call will be directed to the Project Manager.
- c) If call is after hours the call will come in through dispatch.
- d) Dispatch will route the call to Supervisor on duty (after hours)
- e) The next step will be to immediately start mobilizing Contractor's back up response team.

- f) All notification for emergency coverage is called into the Contractor's Project Manager.
- g) Notification of Extra Coverage is notified to Accounting for Billing and Documentation Purposes.

h. Back Up Response Team

Contractor is a (24) twenty-four hour operation. Contractor shall be able to cover additional coverage with a minimum of two to four hours of notification.

- 1) Contractor shall utilize an available pool of part-time employees to ensure back up/no show coverage as well as surge requirements at all customer locations on a real time basis.
- 2) Contractor's Back Up Response Team is a team of trained officers that will be employed by Contractor on a part time, on call or at other non-County locations. They shall be outfitted, trained and ready for deployment.
- 3) Contractor shall be able to deploy the following:
 - a) two to five Officers within 1 hours –notice
 - b) five Officers within 4 hours- notice

Contractor shall on a regular basis ask employees for home phone numbers, cell phone numbers, and e-mails which will ensure that correct contact information is on hand.

5. Special Resources and Innovative Procedures

Contractor shall employ several technological innovative procedures that ensure accountability to the contract. Technological Systems in place on other contracts similar as County of Alameda Probation Department are the Guard Tour System and Guard Trax.

Guard Tour System is a system used for logging Security Officers and ensures Officers are making their appointed security rounds. The systems will provide record of when the officer reaches their assigned patrol destinations. Guard Tour System will provide The District with detailed reports.

6. Limitations and Restrictions

Contractor shall not have any limitations and or restrictions in providing the services as requested in RFQ No. 901095

EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Weekly Schedule	Year 1	Year 2
Monday-Friday 8:00 a.m. – 5:00 p.m.	\$26.48/hr	\$26.48/hr
Tuesday 5:00 p.m. – 7:00 p.m.	\$26.48/hr	\$26.48/hr

2. Invoices will be approved by the County, Alameda County Probation Department, Holly Wright, 400 Broadway, Oakland, CA 94607
3. Total payment under the terms of this Agreement will not exceed the total amount of \$130,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

A1 PROTECTIVE SERVICES, INC.

CONTRACTOR: _____

PRINCIPAL: PAULA JONES **TITLE:** OWNER

SIGNATURE:  **DATE:** SEPTEMBER 23, 2013